

THE North-China Herald

AND

SUPREME COURT & CONSULAR GAZETTE.

THE WEEKLY EDITION OF THE NORTH-CHINA DAILY NEWS.

Vol. LXXVII., No. 1992. SHANGHAI, OCTOBER 13, 1905. PRICE, Tls. 12 ½ AN.

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13oc 340 22nd Sept., 1905.

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Full Cream.



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12th Sept., 1898.

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'LANOLINE' TOILET SOAP

It feeds and cleanses the skin

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21st May 1904.

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ORIGINAL AND ONLY GENUINE.

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**Coughs, Colds, Asthma,
Bronchitis, Neuralgia, Toothache,
Diarrhoea, Spasms, etc.,**

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21st May 1904.

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SPEEDY CURE TREATMENT FOR EVERY HUMOUR.

Bathe the affected parts with hot water and CUTICURA SOAP, to cleanse the skin and scalp of crusts and scales, and soften the thickened cuticle. Dry, without hard rubbing, and apply CUTICURA OINTMENT freely to allay itching, irritation, and inflammation, and soothe and heal, and lastly take CUTICURA RESOLVENT PILLS, to cool and cleanse the blood. This pure, sweet, and wholesome treatment affords instant relief, permits rest and sleep, and points to a speedy, permanent, and economical cure of the most torturing, disfiguring, itching, burning, and scaly skin, scalp, and blood humours, eczemas, rashes, and irritations, from infancy to age, with loss of hair, when all else fails.

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Assisted by CUTICURA OINTMENT, for preserving, purifying, and beautifying the skin, for cleansing the scalp of crusts, scales, and dandruff, and the stopping of falling hair, for softening, whitening, and soothing red, rough, and sore hands, for baby rashes, itchings, and chafings, and for all the purposes of the toilet, bath, and nursery. Millions of Women use CUTICURA SOAP in the form of baths for annoying irritations, inflammations, and excoriations, for too free or offensive perspiration, in the form of washes for ulcerative weaknesses, and for many sanative, antiseptic purposes which readily suggest themselves to women, especially mothers.

CUTICURA RESOLVENT PILLS, CHOCOLATE COATED,

Are a new, tasteless, odourless, economical substitute for the celebrated Liquid CUTICURA RESOLVENT, as well as for all other blood purifiers and humours cures. Put up in screw-cap pocket vials containing 60 doses. CUTICURA PILLS are alterative, antiseptic, tonic, and digestive, and beyond question the purest, sweetest, most successful and economical blood and skin purifiers, humours cures, and tonic-digestives, yet compounded.

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28th April, 1905.

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Insist on SAVARESSE'S

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28th May, 1905.

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Always in stock, every description.

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tf 326

22nd July, 1904.

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Dentist.
Graduate from Dental Department,
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No. 1, NANKING ROAD.
13jy-06 347 14th July, 1905.

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"Sanitas" Disinfecting Fluid
is non-poisonous and non-staining, and for general or personal use is thoroughly effective. It completely disinfects the house in which it is used, and administered internally prevents Cholera, Typhoid Fever, Dysentery, etc.

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is the best air purifier known, and a stronger antiseptic and deodorant than carbolic acid, besides being pleasant and refreshing.

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BETHNAL GREEN
LONDON, E.

tf 319

12th Feb., 1904.

A WONDERFUL DISCOVERY.

This is the age of research and experiment, when all nature, so to speak, is ransacked by the scientific for the comfort and happiness of man. Science has indeed made giant strides during the past century, and among the—by no means least important—discoveries in medicine comes that of

THERAPION.

This preparation is unquestionably one of the most genuine and reliable Patent Medicines ever introduced, and has, we understand, been used in the Continental Hospitals by Ricord, Rostan, Jobert, Volpeau, Maisonneuve, the well-known Chassagnac, and indeed by all who are regarded as authorities in such matters, including the celebrated Lallemand, and Roux, by whom it was some time since uniformly adopted, and that it is worthy the attention of those who require such a remedy we think there is no doubt. From the time of Aristotle downwards, a potent agent in the removal of these diseases has (like the famed philosopher's stone) been the object of search of some hopeful generous minds; and far beyond the mere power—if such could ever have been discovered—of transmuting the baser metals into gold is surely the discovery of a remedy so potent as to replenish the failing energies of the confirmed *roué* in the one case, and in the other so effectually, speedily and safely to expel from the system without the aid, or even the knowledge, of a second party, the poison of acquired or inherited disease in all their protean forms as to leave no taint or trace behind. Such is

THE NEW FRENCH REMEDY THERAPION

which may certainly rank with, if not take precedence of, many of the discoveries of our day, about which no little ostentation and noise have been made, and the extensive and ever-increasing demand that has been created for this medicine wherever introduced appears to prove that it is destined to cast into oblivion all those questionable remedies that were formerly the sole reliance of medical men. Therapion may be obtained of the principal chemists and merchants throughout the world.—*Diamond Fields Advertiser, Kimberley.*

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Hongkong, China, and Manila.

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22nd Jan., 1904.

THE North-China Herald

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SUPREME COURT & CONSULAR GAZETTE.

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明治三十一年四月三日禮拜三 叻報

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The North-China Herald.

IMPARTIAL NOT NEUTRAL.

SHANGHAI, FRIDAY, 13 OCT., 1905.

LAWLESS COOLIES ON THE RAND.

REUTER has telegraphed out during the past few weeks one or two somewhat disturbing messages concerning the behaviour of Chinese coolies on the Rand. The compound system seems to have failed of its main object, at least in a sufficient number of instances to be alarming, and the coolies who have broken bounds have been guilty of serious acts of desperation. Fuller particulars have now reached us, by the arrival of Transvaal papers, of what has been named the Moabsvelde tragedy, and as illustrative of the condition of affairs, we summarise the evidence given at the preliminary trial of four Chinese before the police magistrate at Pretoria. The accused were charged with the murder of a farmer named Joubert at Moabsvelde in the Bronkhorst Spruit district on the 16th of August. Enquiry was also made into the wounding at the same time of Mrs. Joubert, her ten-year-old son, and a baby. The principal witnesses were two daughters of the murdered farmer, girls of thirteen and fifteen years of age, who were sleeping together in a room adjoining the living room of the house. At half-past eleven at night they were awakened by a noise of voices and struggling, and, pulling back the dividing curtain, saw their father grappling with a Chinese by the window, while three other Chinese were in the room, one of them armed with a pickaxe. It was bright moonlight and the elder daughter said she was able therefore to recognise one of the prisoners as the man who was using the pickaxe. The younger girl jumped out of the window and ran to her grandfather's house, 150 paces away, to bring up assistance, while her sister made her way round by the outside to her parents' room, to warn her mother. Mrs. Joubert had, however, disappeared. The girl heard the baby cry and found it lying on the ground a few yards from the door, while the

mother was also lying a little further on, unable to rise unassisted. When help arrived the assailants had made off, and the father was found in a dying condition. The little boy who had been sleeping in the same room as his parents was able to give a few more particulars as to the actual attack. He himself was struck upon the head with what he thought was an iron tent peg, but he managed to run away, pursued by a Chinese, and to arrive at his grandfather's, where his sister had already roused the household. Neighbours from a farm five miles distant were summoned the same night. An armed police party was obtained and at daylight the "spoor" found about the farm were followed, with the result that the accused, who had blood marks upon them, were discovered in a deserted kraal. A few petty articles, which had been stolen were also found. The accused protested that their party had consisted of six, and one of them said that the murder was committed by the two who had escaped. The defence was, however, reserved for the trial in the higher court to which the accused were committed.

Standing singly, lamentable as these circumstances appear to be, they might have been regarded merely as an unlucky incident in connection with the coolie immigration scheme. But they do not stand singly. Similar outrages were reported in several places, and something very like a reign of terror prevailed in the country districts, where the farms lie far apart. The Boer farmers, it must be remembered, have been totally disarmed as a consequence of the war, and they fell almost helpless victims. Moreover the desertions from the compounds were very numerous, and the coolies, knowing that no legitimate methods of supporting themselves in freedom were open to them, turned naturally to plunder and violence. So grave was the situation that a deputation consisting of General Botha, Mr. Smuts, and Mr. Esselen, had an interview with the Governor of the Transvaal, and as the result of their representations, Lord Selborne issued instructions to resident magistrates to grant permits to all white residents near the Witwatersrand area to possess firearms of any de-

scription except magazine rifles. In exceptional circumstances, and where a white resident was too poor to provide himself with an arm, the Government would even consider an application for the temporary loan of a weapon.

His Excellency was bound, of course, to add that "the majority of the Chinese coolies were orderly and respectable, and gave no cause of anxiety to the public." He went so far as to assert that "the number of evildoers was not more than would unfortunately be found to exist in any analogous aggregation of human beings." But something is wrong with a system which requires the extraordinary police precautions that have had to be taken. Temporary posts have been established at a dozen places; permanent posts have been strengthened, and two mobile troops, each eighty-five strong, were held in readiness to assist at any point that might require their assistance. Constables were told off when wanted to sleep at isolated farms. The result of this energetic action, which is, of course, only to be commended, was that nearly a hundred Chinese stragglers and deserters were brought in by the South African Constabulary in a single fortnight, in addition to those brought in by the Witwatersrand Police. But what of a system which allowed such a situation to arise?

Summary of News.

THE English mail of the 8th of September arrived here on Saturday, the 8th instant, per P. & O. S. Coromandel.

THE U. S. mail ex str. Dakota, dispatched from Seattle on the 20th ult., was received at the U. S. Postal Agency at 3 p.m. on Wednesday, the 12th instant, ex French mail steamer Calédonien.

THE German mail of the 12th of September arrived here to-day, per N.-D. L. S. Prinzess Alice.

LATEST TELEGRAPHIC INTELLIGENCE.

"North-China Daily News"
Service of Foreign and Local Telegrams.

PEACE.

ARRANGING FOR THE RATIFICATION.

Tokio, 6th October.

A Washington report says that Russia accepts the Japanese plan for a mutual return of prisoners.

Mr. Takahira and Baron Rosen are to confer about the exchange of ratifications at Washington.—*Our own correspondent.*

THE ANTI-PEACE

AGITATION.

Tokio, 11th October.

The embargo on the publication of the "Niroku" has been removed.

Domiciliary visits were paid yesterday to the residences of the promoters of the recent anti-peace mass meeting.—*Our own correspondent.*

THE WAR.

BLOCKADE RUNNERS CAPTURED.

Tokio, 11th October.

The German steamers laden with provisions, and the Hans Wagner (1596 tons) laden with iron materials and provisions, bound for Vladivostok, were captured yesterday near Tsushima.—*Our own correspondent.*

GENERAL NEWS.

THE BRITISH FLEET IN JAPAN.

Tokio, 6th October.

Vice-Admiral Sir Gerard Noel with five British warships arrived yesterday evening at Kobe. The Bonaventure and six destroyers were delayed owing to high seas. There was to be a municipal entertainment this (Friday), afternoon, and a soirée will be given by the Governor tomorrow (Saturday). Admiral Noel has decided to leave Kobe on Tuesday morning next and is due to arrive at Yokohama on Wednesday forenoon.—*Our own correspondent.*

8th October.

A Municipal *al fresco* entertainment in honour of the British naval officers was given at Kobe yesterday afternoon. The captain of the U.S.S. Wisconsin proposed a toast to "Anglo-Japanese friendship."

There was also an entertainment for the bluejackets which was a great success. Over 700 attended a ball given by the Governor.

Batches of the men are visiting Kioto and Osaka in response to pressing invitations.—*Our own correspondent.*

9th October.

There was a garden party at the Kawasaki docks yesterday. Vice-Admiral Sir Gerard Noel attended and received a hearty welcome at Kioto.

Admiral Noel is to be at home this (Monday) afternoon on his flagship Dindem, and gives a dinner-party in the evening to his Japanese

hosts at the recent entertainments. He will leave Kobe at 8 a.m. tomorrow (Tuesday).—*Our own correspondent.*

11th October.

Vice-Admiral Sir Gerard Noel arrived at Yokohama at 10 a.m. The papers, in according the British fleet a hearty welcome, say the visit has a double significance, coming on the heels of the conclusion of the new treaty of alliance and of the cessation of hostilities. It is an opportune reminder of the possible powerful co-operation of the navies in future emergencies.

There was a civic reception at Yokohama this afternoon, and the programme of future entertainments is as follows:

To-day and to-morrow civic *al fresco* entertainments to the blue-jackets; also Japanese dinners to the British officers, and a dinner by Baron Yamamoto (Minister of the Navy) to Admiral Noel and his staff. To-morrow also the British Admiral will be received in audience by His Majesty the Emperor, and an Imperial luncheon party will be given.

On Saturday a luncheon by H.I.H. Prince Arisugawa at the Shiba palace.

On Saturday dinner given by Admiral Ito.

On Monday dinner given by Sir Claude Macdonald (British Minister).

On Tuesday dinner given by Count Katsura (Premier).—*Our own correspondent.*

RAILWAYS AND MINES IN KUANGSI.

A FRANCO-CHINESE SCHEME.

Peking, 5th October.

It is reported that negotiations are proceeding between China and France regarding railways and mines in the province of Kuangsi. On the 2nd inst. Prince Tsai Chen paid a visit to the French Minister, who then proposed that the railway and mining enterprises in the province should be undertaken by China and France on joint account, and stated that the French Government would then be willing to remit three-tenths of the annual instalment of the Boxer indemnity. A French merchant (Mr. Chazalon) is engineering the scheme.—*Special service.*

THE TROUBLED DUAL MONARCHY.

London, 6th October.

Baron Féjervary and Minister Kristoffy had a protracted audience with the Emperor Francis Joseph, and resubmitted a modification of the universal suffrage proposal. The Emperor is disposed to make great concessions on the question of manhood suffrage.—*Exclusive service.*

London via Bombay, 11th October.

The Emperor Francis Joseph has again prorogued the Hungarian Diet till the 19th of December, by reason of its non-success in forming a new Government on a basis securing parliament against disorder. In spite of the prorogation, Count Andrássy moved a resolution protesting against the unconstitutional character of the Crown's procedure. The resolution was carried practically unopposed, the Government's supporters abstaining from the proceedings.—*Reuter.*

INDUSTRIAL CRISIS IN BERLIN.

London via Bombay, 6th October.

There is a grave situation at Berlin arising from a strike of all the electrical workers, through which 50,000 men are idle, including those indirectly affected. The metal manufacturers have now declared a lock-out to take effect from the 14th inst., in sympathy with the electrical firms. The number idle will then be 120,000 men, over a twentieth of the city population. The garrison has been reinforced.—*Reuter.*

THE WRECK IN THE CANAL.

London via Bombay, 6th October.

There are seventy-seven steamers at Port Said and Suez, including sixteen mail boats.—*Reuter.*

7th October.

In view of the anticipated complete opening of the canal to-morrow, steamers at Suez have been allowed to enter and proceed to Ismailia.—*Reuter.*

9th October.

The Suez Canal is reopened to traffic.—*Reuter.*

10th October.

The traffic in the Suez Canal is free only in the daytime; it will be another couple of days before the passage will be free at night.—*Reuter.*

ANGLO-GERMAN RELATIONS.

London via Bombay, 6th October.

The English papers, while agreeing with Prince von Bülow that an Anglo-German conflict is not inevitable, comment on the gruffness and cynicism of German diplomacy and are inclined to be sceptical regarding Prince von Bülow's assurances of goodwill.—*Reuter.*

THE AMERICAN INSURANCE SCANDALS.

London via Bombay, 30th October

The investigation into Insurance affairs at New York daily discloses

fresh irregularities and wastefulness. The Governor of Missouri, in a vigorously applauded speech, declared that when the president of a great insurance company contributed to the political campaign from his company's funds he committed embezzlement.—*Reuter.*

VICEROY CHANG'S RAILWAY LOAN.

Peking, 7th October.

The Agreement between H. E. Chang Chih-tung and the British Government provides that the latter shall advance the sum of Tls. 10,000,000 at $4\frac{1}{2}$ per cent interest, the loan to be for a term of twenty years. The security given is the opium revenue of Kuangtung, Hunan, and Hupeh. It is also provided that half of the foreign engineers for the Hankow-Canton railway shall be British, and in case any further foreign loan is needed, Great Britain shall have the first option of taking it.

There are many officials in Peking opposed to the Agreement, and the Board of Commerce (Shangpu) has been ordered to arrange for the redemption of the loan earlier; while in future no foreign loan is to be raised (for railway purposes).—*Special service.*

THE FUTURE OF WEIHAIWEI.

Peking, 7th October.

H. M. Minister at Peking has replied to a question from the Chinese Government that opinions have been expressed among the British authorities concerning the evacuation of Weihaiwei, but the matter has not yet been considered by the Cabinet.—*Special service.*

THE IMPATIENCE OF CHINA.

Peking, 8th October.

H. E. Chao Erh-hsun, Military Governor of Shengking, has wired to Peking to the following effect:—

The Japanese Military administration at Mukden puts obstacles in the way of the Chinese administration, and China should demand that the Japanese authorities be withdrawn at once. Regarding Kinchou, Fuchou, Haicheng, and Kaiping, as well as Port Arthur, the terms of the lease ought to be similar to those of the former Russian lease, viz. for thirty years; and the Peking Government should enter into a convention with Japan concerning the financial arrangement, and other important matters beforehand.

It is thus seen that China still feels uneasy about Manchuria. T. E. Yuan Shih-kai and Chao Erh-hsun will settle the difficulties.—*Special service.*

THE RUSSIAN PARLIAMENTARY ELECTIONS

London, 7th October

The Russian Minister of the Interior has ordered the local authorities to abstain from interference in the forthcoming elections to the National Duma.—*Exclusive service.*

THE "MATIN" CAUSES A SENSATION.

London via Bombay, 7th October.

The "Matin" has published a detailed history of the Morocco imbroglio. It says that just prior to Mr. Delcassé's resignation the situation was such that the Germans would have been at Chalons (85 miles from Paris) in four days. The French forts were unprepared and the batteries largely unprovided with new guns.—*Reuter.*

8th October.

The "Matin" continues its disclosures and affirms that Great Britain offered to Mr. Delcassé to mobilise its fleet, seize the Kiel canal, and land 100,000 men in Schleswig-Holstein; and said that the offer would be confirmed in writing if France wished.—*Reuter.*

10th October.

It is believed that the articles in the "Matin" were inspired by Mr. Delcassé, and they have caused a profound sensation in France, where they tend to augment the animosity of France towards Germany. The English papers are sceptical as to Great Britain having volunteered her support (in the way suggested).—*Reuter.*

Later.

An inspired article in the "Kölnische Zeitung" says it disbelieves that England offered France military assistance. While reserving their verdict in reference to the rôle ascribed to Great Britain until the British Press has offered explanations, the German papers generally demand explanations from the British Government.—*Reuter.*

11th October.

The Editor of the "Matin" says that Mr. Delcassé is in no way responsible for the "Matin" statements. The German Press is displaying irritation because the British Government has not denied the "Matin" assertion.—*Reuter.*

A NATIONAL ANNIVER- SARY IN HUNGARY.

London via Bombay, 7th October.

Yesterday was the day of mourning in Hungary, as the anniversary of the execution of the leaders of the war of 1849. There was an unusually

great procession to the graves of Kossuth and Count Louis Batthyanyi, but the day passed quietly.—*Reuter.*

AN APPOINTMENT.

London via Bombay, 7th October.

Col. Inigo Jones, C. B. has been selected to command the troops in the Straits Settlements.—*reuter.*

*^{*} Col. Jones has commanded the Scots Guards since 1903.—*Ed.*

RUSSIAN ADVANCES ON MONGOLIA.

Peking, 9th October.

Russians are operating iron mines in the New Dominion, at Kashgar, Urga, and Ili, and are also interested in several gold, silver, and iron mines in Mongolia. They have established telegraph wires and are instigating the Dalai Lama to impress on the Mongolian chieftains that Russia is a great Power. To check this Russian influence the Chinese Government has decided to increase its military forces in the New Dominion at Ili, Urga, and Ulyasutai, and also to operate the mines with Chinese funds only. Strict orders to that effect have already been issued. Moreover the Board of Commerce and the Board of War have dispatched deputies to various parts of Mongolia and Chinese Turkestan to investigate the actual conditions.—*Special service.*

10th October.

The Russian Legation has received Tls. 20,000 and \$10,000 from the Russo-Chinese Bank and forwarded it to Mongolia. A military attaché has also be dispatched, together with sixteen students, who are to proceed via Kalgan and Jeho to Urga to engage in the mines in those places.—*Special service.*

AN ARMY IN WAITING.

London via Bombay, 9th October.

It is reported that Russia will station 300,000 troops on the Chinese frontier after peace has been ratified, partly because they are apprehensive as to their joining the malcontents at home, and partly as an intimidation to the Chinese.—*Reuter.*

THE PEACEFUL STRUGGLE FOR THE YANGTZE.

London via Bombay, 9th October.

It is stated that the Hamburg-America Line, and the Nord-Deutscher Lloyd contemplate starting lines in Far Eastern waters, more especially with a view to combatting Japanese competition in the Yangtze.—*Reuter.*

RIOTS AT MOSCOW.

London via Bombay, 9th October.

No newspapers are being published at Moscow in consequence of a strike of compositors.—*Reuter.*

London, 9th October.

The Moscow strike is spreading. There was rioting last night, and many were killed and wounded, including some Cossacks. The populace are exasperated by the brutality of the repressive measures.—*Exclusive service.*

THE VACANT THRONE OF NORWAY.

London, 9th October.

One hundred and five banks, headed by the Bank of Norway, have petitioned the Storting to restore settled conditions by electing a king.—*Exclusive service.*

BRITISH TRADE IMPROVING.

London via Bombay, 9th October.

The imports into Great Britain for September show an increase of £2,658,642, and the exports an increase of £3,421,801.—*Reuter.*

THE ROYAL VISIT TO INDIA.

London via Bombay, 9th October.

The Prince and Princess of Wales will board H. M. S. Renown at Genoa on the 21st inst.—*Reuter.*

A TREASURY INSPECTION.

Peking, 10th October.

Prince Ching and H.E. Tieh Liang, under order from the Throne, have inspected the silver and copper specie in the national treasury. The total funds were found to amount to Tls. 3,600,000, of which Tls. 1,500,000 are the funds for the newly established Hupu bank.—*Special service.*

CAPTURED BY BRIGANDS.

OUTRAGE ON A BRITISH SUBJECT.

London, 10th October.

Brigands recently captured Mr. Wills, a British employé of the Turkish Regie Tobacco Company and demanded ransom. They have now sent to the British Consul at Monastir one of Mr. Wills's ears, threatening his death unless £6,000 sterling is paid by the 14th inst.—*Exclusive service.*

THE TRAVELLING COMMISSION.

Peking, 11th October.

H.E. Hsü Shih-chang, one of the five High Commissioners to go abroad, having been appointed President of the newly-established Board of Police, H.E. Tseng Kuangchuan, ex-Chinese Minister to Seoul, has been appointed in his place as a Commissioner.—*Special service.*

THE RUSSIANS IN KIRIN.

Peking, 11th October.

H.E. Fu Shun, Military Governor of Kirin, has telegraphed to the Waiwupu that several years have passed

since the establishment of the Russo-Chinese Timber Company in Kirin province, and that the terms of the company's charter have now expired. The Russians are, however, still engaged in the enterprise, and His Excellency awaits instructions as to his procedure in the matter.—*Special service.*

THE KING AND

HIS PEOPLE.

London, 11th October.

On the occasion of the ceremonious opening of the new thoroughfares, Aldwych and Kingsway, debouching on the Strand, fixed for the 18th inst., His Majesty the King will receive a deputation of the Poplar unemployed.—*Exclusive service.*

MOSCOW REPRESSED TO SULLENNESS.

London, 11th October.

Moscow is quieting and the strikes seem partially subsiding. The Russian newspapers report that Cossacks and Police are behaving with savage brutality.—*Exclusive service.*

BY ARRANGEMENT WITH THE
"OSTASIATISCHE LLOYD."

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(Special Cable Service of "Der
Ostasiatische Lloyd.")

NEWS FROM EUROPE.

Berlin, 6th October.

Chancellor Prince Bülow has twice declared, replying to French inquiries, that the German-Russian rapprochement corresponds only to the French-Italian and that it threatens nobody. He stated his confidence that the peace between Germany and France and the general peace of the world will be maintained.

Riotous scenes continue to take place in the Austrian parliament.

Negotiations about the converting of the Japanese loans are carried on with German financiers, the German Government being informed thereabout.

The "Teleps," "Matin," "Times," and "Daily Telegraph" continue to agitate for a Franco-Anglo-Russian triple alliance. The German Government thinks that the agreement desired in London about certain inner-Asiatic questions does not affect Germany.

Spain has accepted the Morocco programme. The Sultan of Morocco is now satisfied.

7th October.

It is reported from St. Petersburg that the appointment of Mr. de Witte to be president of the first Imperial Cabinet is imminent. Probably he will be endowed with the powers of a Chancellor. Count Lamsdorff and the present minister of war will remain in their offices.

Baron Ferdinand von Richthofen, the well known geographer, has died, aged seventy-two.

Baron Gevers, a prominent member of the pro-German party in Holland, has been appointed Dutch Minister to Berlin.

9th October.

The Czar is preparing an official reception for Prince Friedrich Leopold of Prussia, who will arrive shortly in St. Petersburg while on his way back from Manchuria to Germany.

The English press is absolutely silent with regard to the revelations of the Paris "Matin," which paper has published an alleged offer, made by England to M. Delcassé, the late French Minister of Foreign Affairs, to assist France, in case she would settle the Morocco case through a war, by occupying the Kaiser Wilhelm Canal and landing troops in Schleswig-Holstein.

The following telegrams are from the "Hongkong Daily Press":—

London, 28th September.

An Anglo-Japanese Shipping Combine has been formed by London and Liverpool and Japanese shippers, with a capital of £5,000,000.

Forty Japanese transports are to capture the coast trade, and larger vessels are being purchased for participation in the European trade.

It is officially announced that King Edward VII is to visit Spain shortly.

2nd October.

The str. Natal was launched on Saturday.

4th October.

British capitalists have advanced a loan of £1,000,000 for the new Kansas railway. The loan is issued at ninety-two, at four and a-half per cent,

Berlin, 10th October.

The German Government considers, on the strength of certain statements made by the London Cabinet, M. Delcassé's declaration that England was ready to assist France against Germany, to have been a false manoeuvre of M. Delcassé in the French Cabinet for the purpose of preventing an understanding with Germany. The French Governmental Press is now declining any alliance with England as well as with Germany, but demands a courteous independence towards both Powers.

The statement made by the Cape Press, according to which Germany intends to abandon South-west Africa, is here strongly refuted.

At the Paris Tuberculosis Congress Professor Behring has disclosed a new remedy against this disease.

The following telegrams are from the "Kobe Herald":—

London, 27th September.

It is rumoured that M. Kolostvets will be appointed the new Russian Minister to Japan. During the war M. Kolostvets was Russian Commissioner at Mukden. He was also a member of the suite of M. de Witte at Portsmouth.—"Nichi Nichi."

Washington, 28th September.

The address delivered by Surgeon-General Suzuki at the congress of physicians at Detroit, is praised as being one of the rarest contributions to modern medical practice.—"Jiji."

The betrothal has been announced of the King of Spain to Princess Ena of Battenburg.—"Hochi."

London, 29th September.

The death is announced of Admiral Wharton, Hydrographer to the British Admiralty.

Eight thousand demonstrators at Budapest have had an encounter with mounted police. The latter eventually succeeded in dispersing them. Hundreds of persons were wounded. Counts Andrássy and Banffy deprecate M. Kossuth's revolutionary tactics.

Good Rhodesian cotton is selling at Liverpool at sixpence per pound.

30th September.

There are hopes of a compromise in regard to the Hungarian crisis.—"Mainichi."

The Standard congratulates the world on the conclusion of the Alliance Treaty between Japan and Great Britain. It suggests that the Prince of Wales should extend his Indian tour to Japan and convey the congratulations of the King to the Emperor of Japan.—"Nichi Nichi."

3rd October.

The construction of the British battleship Dreadnought, of eighteen thousand tons, has commenced at Portsmouth. She is designed to carry twelve 12-inch guns.—"Mainichi."

The following telegrams are from the "Japan Advertiser":—

Washington, 3rd October.

The Congress of Panama, which is now in session at Panama, the seat of Government, to-day passed a measure proposing to pay the United States of Colombia Panama's portion of that country's foreign indebtedness as such stood at the time of the declaration by the then State of Panama of its independence. A proviso is made to Panama's proposition, however, to the effect that in recognition of this act of gratuitous indemnification on the part of the erstwhile State of Panama, Colombia should formally recognize the independence of the Republic of Panama and enter into diplomatic relations with her. The proportional indebtedness of the State of Panama at the time of its declaration of independence on November 4, 1903, totalled \$1,000,000 in round numbers.

4th October.

M. Jusserand, Ambassador of France to the United States, to-day called upon Secretary of State Elihu Root and was closeted with him for two hours. It is freely admitted at the State Department that the French Ambassador interviewed Secretary Root upon the joint action to be taken by both nations in bringing President Castro of Venezuela to terms. The United States will co-operate with France, in a naval demonstration before Venezuelan ports.

The following telegrams are from the "Straits Times":—

London, 21st September.

It is reported in Rome that the Somaliland Mullah has complained of Italian raids on certain Mijertain (friendly) tribes in the Italian sphere. An attempt by Italian warships to arrange a settlement through the Sultan of the Mijertains has failed.

The "Times" correspondent at St. Petersburg reports:—A ukase granting freedom of meeting, speech, and the press, and immunity from arbitrary arrest will be promulgated as soon as the necessary measures have been drafted.

M. Witte, interviewed at Paris, dwelt upon growing Russo-German sympathy, saying that the Russians were most grateful for Germany's nice attitude during the war, but that the contrary attitude of a section of the French public would not affect the Alliance.

22nd September.

Fifty-three passengers were wounded and one killed during an unsuccessful robber attack on a railway train in the Baku district.

Japan has seized a Canadian schooner laden with salt and bound for Saghalien. Canada has asked the Imperial Government to intervene.

Earl Dudley and Captain and Lady Mabel Crichton, while yacht racing on Lough Erne, were nearly drowned. The yacht capsized, but the occupants clung to the boat and were rescued by a motor launch.

Twelve thousand Russian troops have gone to Batoum, where the situation is grave.

Yesterday, at Farnham, Mrs. Stevenson, widow of an officer of the Black Watch and her adopted son, Mr. Hope Douglas, of the Scottish Rifles, were charged with stealing a quantity of articles belonging to Mrs. Cooke, widow of Colonel Cooke, of the Black Watch. Ultimately Mrs. Stevenson pleaded guilty and was sentenced to three months' imprisonment. Mr. Hope Douglas, who was ignorant of the whole proceedings, was completely exonerated.

A St. Petersburg report says the Russian and Persian Governments are negotiating to improve the communications connecting northern Persia with Russian Central Asia. A party of Russian engineers starts in November to examine the frontier for this purpose.

24th September.

In connection with the recrudescence of Russian military activity in the direction of Persia, it is significant that the St. Petersburg papers publish a telegram from Teheran complaining that the British Commission (the Seistan Boundary Commission) has unfairly awarded to Afghanistan a considerable portion of Persian Seistan, including two-thirds of the Helmund Lake, whereby there is a danger of Persian Seistan becoming a desert. The telegram is addressed to the Russian press which is urging the Shah not to ratify the protocol of the Commission.

25th September.

All the States of Australia are awakening to the urgent need of new emigrants in the country. The Premier, the Hon. A. Deakin, has telegraphed to General Booth that the Commonwealth warmly desires to co-operate in his scheme for the emigration of 5,000 agricultural families to Australia.

Reuter's correspondent at Hodeidah reports that the towns of Avran, Tajela, and Kankaban have surrendered to the Turks, together with all rifles and guns.

M. Brazza, the explorer, whose death was recently announced, was returning to France with the most scathing indictment of M. Gentil, the Administrator of the French Congo. His accusations were incapacity, maladministration, and the encouraging of gross cruelties.

The "Westminster Gazette" learns that the Council of the British Cotton Growing Association, owing to lack of financial support, has been compelled to cease expenditure on new developments and to curtail expenses generally.

READINGS FOR THE WEEK.

Thermometers in the open air in a shaded situation in the English Settlement. 1905.

		Fahr. Thermometer.			
		Min.	Max.		
Oct.	6	57°.5	80°.0	...	...
"	7	56°.0	77°.5	...	...
"	8	62°.8	81°.6	...	...
"	9	57°.0	82°.7	...	...
"	10	57°.6	81°.0	...	...
"	11	58°.2	81°.5	...	...
"	12	62°.2	80°.7	...	...

1904.
Fahr. Thermometer.

	Min.	Max.
Oct. 6	52°.5	71°.2
" 7	53°.5	76°.6
" 8	54°.0	77°.4
" 9	59°.7	74°.7
" 10	57°.6	76°.9
" 11	59°.0	76°.9
" 12	61°.8	77°.8

Our Amoy correspondent notifies us that Mr. C. Fanguie has taken over from Mr. V. Fau, leaving for Europe on furlough, the charge of the French and Spanish Consular Agencies and the French Telegraph office at that port.

A MARRIAGE has been arranged between George, youngest son of the late Mr. Hugh Montgomery, of Grey Abbey, Co. Down, and Lady Charlotte Montgomery, and Mildred Mary, daughter of the Rev. Prebendary Clayton, rector of Ludlow, and the Hon. Mrs. Clayton.

We understand that the military convention with reference to the new treaty of the Anglo-Japanese Alliance is not yet concluded. But we notice that it is already rumoured in Tokio that Lord Kitchener will come to Japan or a Japanese Commission will visit him in India. In any case, there is apparently no doubt, that the British military and naval forces in the regions prescribed in the agreement will be increased to some extent.

The declaration of infection as against Swatow has been withdrawn by the Shanghai Harbour authorities.

The temporary unlighted buoy on the Fairy Wreck has been replaced by a gas-lighted buoy, particulars of which have appeared in a harbour notification.

The minutes of the last annual meeting of the Royal Geographical Society record the election as Fellows of Sir Robert E. Bredon and Mr. Cecil Clementi.

From the "Cathedral Notes" issued on Friday we learn that so far the endeavour to find a clergyman willing to come out to assist in parochial duties at Shanghai has been unsuccessful.—The "Fortnightly" entertainments are to be resumed this autumn.—The question of an organist is receiving attention at home.—The Rev. H. Newcomb, having in great measure recovered his health, has accepted the English chaplaincy at Campagne, France.

At the close of the first year of its existence the Thomas Hanbury Coffee House on Broadway is now being considerably improved, and made more acceptable as a general recreative resort, as well as a house where seamen and others can find every comfort. The billiard room has been thoroughly renovated, and there is much improvement in the dining room. The dormitories are well cleansed, and the whole of the institution has a more attractive appearance. The cooking is exceptionally good and under the personal supervision of the manager, Mr. Sagnol, who is untiring in his efforts to secure the comfort of his guests, the Thomas Hanbury Coffee House is fast growing in popularity, and in the fulfilment of the objects of the trust which called it into being.

An esteemed correspondent sends us the following result of Sunday's cogitations:—

Chinese law, first class. Man killee man China, head off; not ketchee him somebody head off.

English law, second class. Him ketchee man, may be allee same head off.

Melican law, no good. Too muchee Süpleme Court.

The watermark at Hankow on the 6th instant was 42 ft. 6 in., at Kiukiang the following day 39 ft. 9 in., and at Wuhu on the 8th instant 24 ft. 5 in.

The Annual Parade and Inspection of the Shanghai Fire Brigade will take place to-morrow afternoon on the Race Course.

The annual cricket match between the Bombay Presidency Team and the Parsees was played on the Poona Gymkhana Ground on the 11th and 12th ult. The Presidency winning the toss, sent their opponents to bat, and under favourable circumstances the Parsees knocked up a record total of 503 runs, in which H. D. Kanga made 233 runs before he was caught and bowled by Stileman. Throughout his long innings he gave only one real chance after he scored 200 runs, and his display is considered to be far and away the best ever seen in the whole series of Presidency matches. The Presidency team made 137 and 140 runs; thus the Parsees won the match by an innings and 226 runs. For the Presidency Captain Greig (the Hampshire player) made 66 and 42 runs. In this match no fewer than three fresh records have been established; these are the highest individual score the highest total ever made by either side in one innings, and the broadest margin by which any match in the series has been won.

ENTRIES for the S. M. Police Athletic Sports will close at noon on Saturday, the 14th instant.

The audience coming out of the Lyceum Theatre on Saturday night, found firemen busily reeling up hose in Yuenmingyuen Road, but no fire has been reported as having occurred in that vicinity on Saturday.

By special request, the Société Dramatique Française will give a repetition of their performance, "L'Heroique le Cardunois," on Wednesday, the 18th instant, at the Lyceum Theatre at 9 p.m. The plan for booking seats will be open at Messrs. Moutrie and Co. on Saturday, the 14th instant, from 8 a.m.

We are informed that the Secretary of the Shanghai Marine Engineers' Association, Mr. Albert Laing, has, under instructions from the General Committee, handed Mr. W. Guild, the Chief and only surviving Engineer of the ill-fated s.s. Hsiehho a cheque for two hundred dollars, as compensation for the loss of his personal effects, through the destruction of that vessel by a mine on the 30th ult. We believe it is the intention of the Committee to form an Insurance Fund in connection with the Association, so that all the members may consider their personal effects on board ship insured for the sum of two hundred dollars, against total loss, the premium on which will be covered by the monthly subscription. This is surely a very commendable addition to the object of the Association, and one which will, we think, be fully appreciated by the members generally, and by those running North from Shanghai in particular. The Association, it may be mentioned, is itself quite a young institution in Shanghai, but it already has over 270 members and is therefore a strong and well-organised body. Its objects are purely business and non-social, the well-being of marine engineers, and the advancement of their interests. The offices are at 17, Nanking Road.

The General Agent of the Shanghai-Sumatra Tobacco Co., Ltd., has received the following telegraphic advice from the Deli Maatschappij, Amsterdam:—"Sold 510 bales tobacco at Glds. 0.45."

At H. M. Supreme Court on Wednesday Mr. Justice de Sausmarez and the Crown Advocate (Mr. H. P. Wilkinson) paid a hearty tribute to the work of Detective Inspector McDowell, and the Sikh Jemadar in connection with the recent Pootung murder case.

At the Russian Consular Court on Thursday afternoon, the 5th instant, before Mr. Brodianski, Vice-Consul, Isaac Gilbert, unemployed, was brought up on remand, charged with the theft of \$8 from a shop, No. 3, North Chekiang Road, on the 3rd instant, and with being concerned with another man not yet in custody in stealing the sum of \$37 from a pawnshop in Kwangse Road, \$20 from a shop in Fokien Road, and \$33 from a shop in Woosung Road. Further evidence was heard and the defendant was examined at some length, after which he was sentenced to six weeks' imprisonment, to be deported at the expiration of his term of imprisonment.

H. M. S. SNIFE was at Kiukiang on the 4th instant, and the U. S. battleship Ohio and two gunboats were at Chinkiang on the 5th idem.

The P. & O. intermediate str. Japan arrived in London on the 5th inst.

The H.-A. L. S. Rhaetia left Singapore on Friday, for Hongkong and Shanghai.

The Glen Line steamer Glenloch, from London, left Singapore for Hongkong and Shanghai on Friday afternoon.

The O. S. S. Calchas left Singapore for Shanghai on Friday morning.

The M. M. S. Salazie, with the French mail of the 16th ultimo, left Singapore for Shanghai at 4 p.m. on Monday.

The P. and O. intermediate str. Poona, from London, left Singapore for Hongkong and Shanghai at 6 a.m. on Sunday.

The R. M. S. Athenian arrived at Kobe at 2 p.m. on Tuesday, the 10th inst., sailed at 10 p.m., and is due at Woosung at noon on Saturday, the 14th. She will be dispatched for Hongkong at 10 a.m. on Sunday, the 15th, and the tender Alexandra will leave the P. & O. jetty at 8 a.m. on that day to convey passengers and mails to Woosung.

The C. M. S. Yushun left Tientsin for Chefoo and Shanghai on the 5th instant.

The C. M. S. Heinch left Tientsin for Shanghai on the 6th instant.

The strs. Hector and Tourane passed the Suez Canal outwards on the 6th instant.

The N.-D. L. S. Preussen passed the Suez Canal homewards on the 6th instant.

The N.-D. L. S. Prinz Eitel Friedrich arrived home on the 6th instant.

The R. M. S. Tartar arrived at Vancouver at midnight on Saturday, the 7th inst.

The launch Yentai which has been built by Messrs. Blechynden to the order of Messrs. Butterfield & Swire for use in Chefoo harbour left on Sunday in tow of the C. N. S. Chihuahua.

The C. E. & M. Co.'s str. Kwangping at about 6 a.m. on Sunday sighted a tipping mine, stopped, and sank it with the Hotchkiss gun. Liaotishan lighthouse bore N.N.W. distant fifteen miles. This is the fourth mine destroyed by this steamer.

The C. M. S. Anping, which arrived here on Friday from Chefoo and Tientsin, reports: "Brought three boats from Chefoo

belonging to the C. M. S. Hsiehho and left at Chefoo by the str. Amoy.

THE C. N. S. Ngankin, which arrived here from River ports on Monday, reports: H. M. S. Clio was at Hankow on the 6th instant. The U. S. battleship Ohio and transport General Alava were at anchor at Nanking on the 7th. At 4.30 p.m. that day the Ohio passed Chinkiang and anchored above Beaver Island at 7.30 p.m.

FRIDAY'S "Israel's Messenger" reprints congratulations received on its New Year number, and has several special articles of interest to the Jewish community, besides its local information.

ACCORDING to the "Nanfangpao," Viceroy Chou Fu has tendered his resignation in consequence of a fresh denunciation to the Throne, this time from the Tartar-General at Nanking.—T. E. Tai Hung-tze, Hsu Shih-chang, and Tuan Fang have been ordered to leave on their mission abroad; Duke Tsai Tsê and H. E. Shao Ying are granted a month's leave before their departure.—The Taotai of Changchou, Chinkiang, has protested against the opening of a branch office at Wuchin, Changchou, by a Japanese firm.

THE Nanfangpao states that there are now 228 Chinese students in Belgium.—It is stated that the Viceroy of Szechuan, knowing that the Hupeh-Szechuan Railway will terminate at Wanhien and fearing that outsiders will cast covetous eyes on the port, has decided to open the city himself in order to preserve China's territorial integrity.—The same paper states that the Governor of Honan, hearing that foreigners are surveying Chengchow, fearing a demand for its opening is preparing a memorial on the subject.—H. E. Yu Teh, Senior Grand Secretary, is on his death bed; rumour has appointed Na Tung his successor.—It is reported that the Government proposes to appoint Prince Ch'un to take Duke Tsai Chih's place on the commission abroad, but that he seems disinclined to accept.—Chou Jung-yao, formerly Minister-elect to Belgium, has been cashiered for defalcation on the denunciation of the Viceroy of the two Kuang Provinces.

THE following amusing paragraph in Tuesday's "Nanfangpao" concerns the Governor of Kuangsi:—

Referring to the denunciation against H. E. Li Ch'ing-hsi, we learn that the cause of it is that the latter is such a late riser that he does not pay his official calls until it is far advanced in the night, necessitating thereby the return calls from his fellow and subordinate officials to be paid at the same late hour. The noise caused by the carriages and horses is often continued till morning and is a great annoyance to the neighbouring inhabitants. It is stated that there is a great accumulation of his official business still unattended to. Hence his denunciation.

ACCORDING to the "Nanfangpao" the Tibetan convention between Great Britain and China has not been signed, as previously reported, and Secretary Chang-Yin-t'ang has been instructed to open up negotiations with the English Government at once.—Vice-Admiral Train U.S.N. has been visiting Nanking on his flagship Ohio and was to proceed to Wuchang to call on Viceroy Chang Chih-tung.—Since the establishment of a Government office for the management of the new Settlement at Hsiakuan the work of the improvement of the port (of Nanking) has commenced; new roads

are being made, old ones widened, and the number of hulks will be increased so that each Steamship Company has its own.

WEDNESDAY'S "Nanfangpao" says that the posts of Provincial Treasurer and Provincial Judge of Fengtien are to be created and filled, the former by Chang Hsi-luan (Taotai of Fenghuangcheng) and the latter by Wên Yün (Customs Taotai at Newchwang).—The Governor of Hongkong has notified the Chinese authorities that it is the intention to begin the preliminary survey for the Kowloon-Canton railway; Viceroy Tsên is endeavouring to get a postponement on the ground that the Kuangtung authorities have received no copy of the railway agreement, and that the local gentry have not been consulted in the matter.—The Kiangsu resident officials and students are still agitating against the Shanghai-Nanking Railway Concession and are now urging the Board of Commerce to embody their suggestions in a special memorial to the Throne. The suggestions are: (1) to reduce the loan by £1,000,000; (2) to disallow the 2½ per cent premium in case China wishes to redeem the railway; (3) to issue no more stock for the £250,000 required for the purchase of the road-bed; (4) to limit the period of construction to three years.

WE have received the "P. & T. Times" to the 6th inst.—The Volunteers gave a most enjoyable "at home" to say farewell to Major Menzies.—There is a panic among the native servants, many of whom are leaving their employment on the ground that trouble is coming soon.—Quite a large party of sportsmen expect to visit Shanghai for the races.—The Fire Brigade is making good practice.

WE have received Japan papers with dates Tokio and Yokohama to the 6th inst. Kobe the 8th and Nagasaki the 9th inst.—Up to the time of the signature of the Peace Treaty Japan spent Yen 800,000 on negotiations.—The "Mainichi" states that two gunboats of shallow draft are being built as guardships on the Yangtsze.—Six divers engaged in the repair of the Stanley Dollar, which stranded off Chibaken, were asphyxiated on the sixth inst. by the escape of gas from a coal bunker the door of which one of them opened.—The question of the refunding of the House Tax to foreigners is still under consideration.—Mr. Yamaza, director of the Political Affairs Bureau, returned to Yokohama from American on Thursday last with the official text of the Treaty of Peace. When Mr. Yamaza arrived a torpedo-boat was in waiting to convey the Treaty text to Tokio.—Snow was observed on Fujiyama on the 5th inst.—Up to Tuesday last 345 bodies were recovered from the sunken Mikasa.—The first batch of troops from Manchuria is expected at Kobe early in November.—They will have a huge reception.—Messrs. Armstrong, the English engineers are to open a branch in Japan for executing naval orders which have hitherto been sent to Europe.

ANOTHER scheme is in the air for reducing the time occupied in crossing the Atlantic and thus shortening the distance from Japan to Europe, via America. "From England to America and back in a week" will soon be a possibility, if the claims of Mr. Richard B. Painton, an American inventor, are made good in practice. Mr. Painton has designed a ship—or, rather, he has applied a system of electrical propulsion of his invention to

a ship—which he believes will cross the Atlantic in three days. A model was publicly exhibited for the first time in England last month. Stripped of technicalities, Mr. Painton's plan is to dispense with the propeller shaft—that source of so much trouble for ocean greyhounds—and to replace the single or double screw of the present type by sixteen screw propellers arranged along the sides and stern of the ship. He expects by this method to get a speed of forty knots an hour. The highest speed yet attained by an ocean-going boat is 22.80 knots an hour. The propellers will be operated by motors connected by wires with the generating dynamos. Each motor will be independent, so that the breakdown of one will in no way affect the operation of the other fifteen. The generating engines, of the turbine type, will occupy much less space than the present type of engine, and will require much less coal. A passenger liner can carry little more coal than suffices for the voyage from New York to Liverpool. Mr. Painton claims that his boat will be able to carry enough coal for a voyage from New York to Gibraltar and back, and will have more room left for cargo.—"Japan Chronicle."

RELATED Hongkong papers to the 30th ult. arrived per French mail on Friday.—There has been a serious subsidence under some new works at the Admiralty Dockyard, and considerable delay is probable. The recent earthquakes are held responsible.

WE have received Hongkong papers to the 7th inst.—Native thieves snatched a hand bag containing \$280 in money, accounts, and other papers from the hand of Mrs. White, a boarding-house keeper, as she was walking in Icehouse Street.—An inquest on the body of a Chinese girl who was found hanged at the Victoria Orphanage resulted in a verdict of suicide from melancholia.—A visitor at the Hongkong Hotel developed eccentricities culminating in the firing of a revolver; a doctor testified him to be suffering from "delusional mania."—The recent typhoon at Manila wrecked over fifty small vessels.—A water policeman patrolling the harbour boarded a boat on which he suspected stolen coal. The boatmen attacked him and knocked him into the water, when they tried to beat him with boat-hooks and oars. The policeman drew his revolver and fired, intending, he says, merely to frighten the men, but he hit one of them who subsequently died. Another boatman was arrested and charged with attempted murder of the policeman.—It will require, says the "China Mail," one peace division, or 11,364 men to provide railway guards for the Japanese portion of the Chinese Eastern Railway.—A foreigner named Rice was sentenced to eight months' hard labour for obtaining goods and lodging by bogus cheques.—The s.s. Cantabria originally owned by Messrs. Douglas, LaPraik and Co. of Hongkong, but latterly by Messrs. Urrutia and Co., has been lost off Ticao on the east coast of Masbate, Philippine Islands. With the Cantabria all officers, crew and eighteen passengers, five of whom were Americans went down, there being not a single survivor. Twelve bodies with life "preservers" were found on the beach of the island.—According to a Hongkong native paper the importation of opium into Australia has been prohibited.—The internal loan for Tls. 3,000,000 to be raised at Canton, has failed.—The Canton correspondent of the "China Mail" is informed that unless the Chinese Government grants a perpe-

tual concession for the Sunning Railway the promoters will abandon the project.

GERMAN traders are exercising their minds as to their country's consular representation in Manchuria. Before the war German commercial interests in this region were looked after by a commercial agent stationed at Vladivostok. Should, however, Port Arthur and Dalny, or any larger part of Manchuria now pass into the hands of Japan, the German Consulate there will no longer suffice. "However the peace negotiations may terminate," says the "Hamburger Nachrichten," "we think it not inopportune to remind the department in question in Berlin that it is a matter of the most urgent importance in view of the German export industries to establish consulates both at Dalny and at Newchwang without delay."—"Hongkong Daily Press."

THE following comments by Mr. Suvorin on the conclusion of peace are translated from the "Novoye Vremya" received by the last mail:—

Peace is concluded, but it is the most disadvantageous peace Russia has ever made. When Mr. de Witte left for America, he said the chances were 95 out of 100 that he would fail to make peace; yet General Linievitch sent telegrams to St. Petersburg and Portsmouth, but did not send his army against the Japanese. While our army remained idle the Japanese captured Saghalien and thus supported their plenipotentiaries. Peace, however, has been made and a bad peace is better than a good quarrel. We have no cause for enthusiasm, but we must be glad that our peoples have ceased to shed each other's blood, to tear each other's bodies, and to think how greatly they could injure each other. We have been beaten in this war. This is a very painful page in our history and will ever remain such. The Japanese obtained everything they wanted, and the millions of money they were obliged to abandon they will obtain in other ways. They accepted our terms because Marshal Oyama telegraphed to Tokio that he could not guarantee success in the coming battle. In reality the only Japanese concession was in regard to our men-of-war disarmed on the ports of the Far East, and that concession is of no importance to Japan, because to rebuild our navy in the Far East will take twenty years, and in the meantime there is no naval power there to try conclusion with Japan. We could not succeed in our task in the war, but it will be still more painful if we fail also in peace. We must now direct all our endeavours to the National Duma. Let us hope that now we have got rid of the war, with that patience which we have so much needed during the fighting, we shall now begin the works of peace. Let us elect to the National Duma energetic and enthusiastic men. The elections must be free from influence. We must get liberty for the Press, which is as necessary for our country as the air we breathe. Having lost in the war, we must make our efforts in peace such that we shall be forgiven by future generations.

THE "Bangkok Times" states that the Siamese Tramway Co., Ltd. had their first trial run with their own electric current on the 15th of September. The run was a success in every way and the lines were to be opened for public traffic by His Majesty the King of Siam on the 1st of October. The shares of the company which were offered at Tls. 85 in March last are now quoted at Tls. 260, but there are none on the market.

WE have received the "L. and C. Express" of the 1st and 8th ult.—A Parliamentary vacancy at Hampstead was occasioned by the appointment of Mr. T. Milvain, K. C., as Judge-Advocate-General.—A motor bus now runs from London to Brighton (50 miles) and back daily.—The approaching marriage is announced of Mr. Lionel Giles to Marjory, only daughter of Dr. R. P. Scott, Staff Inspector, Board of Education.—On a site 4½ acres in extent within a few minutes of Piccadilly Circus it is intended to construct the largest place of public entertainment in Central London. A concert hall to seat 4,000 and a roof garden are among the features.—The south-western chapel of St. Paul's is being fitted for the Knights of St. Michael and St. George, who will have their stalls and banners there.—The first-class cruiser Powerful, of Ladysmith fame, is to be Vice-Admiral Sir W. H. Fawkes's flagship on the Australian station.—It is reported that Russia has taken the option, previously refused by Japan, on the purchase of three Chilean, and four Argentine cruisers.—The new 36-knot British destroyers are to be of 1,000 tons' displacement, and the 33-knot boats of 800 tons displacement.—Dr. Timothy Richard has been telling a "Daily News" interviewer that China is the coming Power in the East, and will quite eclipse Japan.—Mr. E. J. Bawden, of the Stock Exchange, has given £100,000 to be distributed in charities.—A colossal equestrian statue of Sir Redvers Buller, subscribed for by 50,000 admirers all over the world, has been unveiled at Exeter.—H. M. battleship Dominion broke from her moorings at Portsmouth and collided successively with the gunboat Ant, a private yacht, and the Royal yacht Alberta before drifting ashore. The battleship was tugged off practically uninjured, but the Alberta was considerably damaged.—Professor Walter Macfarren is dead.—It is again reported that the str. Claverdale, which was posted as missing at Lloyds on the 3rd of May, is ashore north of Vladivostok.

FROM the teas that have already arrived in England from all parts of India, and from the samples that have been received of the later growths, there is every indication, says the "Pall Mall Gazette" that this year will be a record one for fine teas. New tea, as most persons are aware, begins to arrive from India about the middle of July, and during August and September the best is usually expected to reach London. That from Darjeeling, according to the early samples that have just been received, is the finest that has been known for ten years. Already the prices are attracting the market, and this week Messrs. Shepard and Company, brokers, of Rood-lane, E.C., have sold the Pabbojan Tea Company's broken Orange Pekoe at 5s. 6d. per lb. This price is, of course, a fancy price, and was obtained from a firm that wanted it, no doubt, for advertising purposes. But the price all round, as the following sales by Messrs. Shepard will show, are exceptionally high: Pabbojan Tea Company's (Pabbojan) Flowery Orange Pekoe, 6s. 9½d. per lb.; Orange division Pekoe, 3s. 1d.; Dheodaam division, Flowery Orange Pekoe, 3s. 2d.; Orange Pekoe, 2s. 1d.; Pekoe, 1s. 8d.; and Broken Orange Pekoe, 6s. 1d. Compare these prices with those obtained a week ago, and they show a marked advance, the higher prices, from a shilling to two shillings increase, and the lower a few pence.

It is no wonder that there is jubilation in Berlin over the ousting of British

traders from the Yangtze Valley, not to speak of Hongkong and Singapore, if the author of the "glowing account," of which we heard by telegraph recently, is as well-informed as a correspondent of the "Standard." There may be some ground for stirring up the British Government to look after the interest of its subjects in the Far East, but little good will be done by such careless and inaccurate statements as the following. The "correspondent," who has apparently spent a few hours only in Shanghai, is deploring the loss of British prestige. He writes:—

"One instance alone will serve, perhaps; that of Shanghai. France, England, and America possessed large and valuable concessions, which, though equal in extent to start with, did not long continue so; yet we calmly agree to hand over the most valuable one of the three to the control of an international board, of which the present chairman is the German Consul. Is it to be expected that a practical and materialistic people can believe that this was done of our own free will, when France retains her concession intact? Advantage after advantage, won at great cost of lives and money by our merchants, has been calmly relinquished, and our competitors in commerce continue to impress the Chinese with the idea that we are compelled to take this course, and, consequently, that we are not the first Power to be considered. Even in our own actual possessions, such as Hongkong, we allow our rivals not only equal rights, but actual advantages over our own merchants, with the logical sequence that we are being slowly but surely ousted from the position we once occupied in China."

WE do not know who is the correspondent of the "Daily Express," but he has an imagination to be proud of. The recent flood gave him an opportunity, and from a long telegraphic account we clip the following interesting notes:—

"The only means of communication with the British Consulate and adjacent Government offices is by boat. The Japanese and German consulates, together with the offices of the Nippon Yusen Kaisha and other Japanese steamship lines situated on the river front, are badly damaged. In some of the buildings business continues on the first floor, communication being maintained by sampans, and first-floor windows being utilised as landings. The newspapers have suspended publication owing to the failure of electric-power. Candles and oil lamps furnish the only illumination. Regular sampan services have been established in the Maloo and Honan roads. Hundreds of firms will lose heavily on uninsured perishable goods, and some of them will be utterly ruined. British and German companies are principally affected.

THE Bureau Veritas Monthly List, published on the 1st of September, of wrecks and casualties recorded in July last, announces that 42 sailing vessels were reported as totally lost; 15 by stranding, and 5 by collision; while 5 foundered, 3 were abandoned, 12 were condemned, and 2 were missing. No less than 105 sailing vessels were damaged; 27 by stranding, 35 by collision, 14 by leaks, and 29 by stress of weather. The steamers totally lost were 29; 12 by stranding, 3 by collision, 4 by fire; while 8 were condemned, and 2 were missing. The steamers damaged were 181; 50 by stranding, 55 by collision, 22 by fire, 4 by leaks, 6 by stress of weather; while 44 reported injury to their engines or boilers.

Miscellaneous Articles.

THE SHANGHAI
TRAMWAYS.

9th October.

THE correspondence between the Municipal Council and the tramway concessionaires, published in our issue of Thursday, is interesting to the Ratepayers as it affects very materially the value of the Electrical Department of the Council. We would begin by expressing the opinion that the dispute argued in the letters is one which should not have been possible, as an important point of this nature should have been brought to the notice of the Council by its technical advisers at the time the question of the supply of electrical power was under discussion. It appears, however, to be admitted that no direct reference was made to this point throughout the negotiations. On the 27th of September the agents of the Company, in a letter which is not written in as courteous a strain as their former communications, state: "It appears to us that the Council is at the last moment trying to introduce a stipulation which has never before been referred to," and, earlier, they say: "We most emphatically deny that any such modification as you imply was ever made by us, or at any time contemplated," the modification in question being, of course, the withdrawal of the right of the Company under the Brush agreement to erect its own power station after the expiry of the first five years of the concession.

What are the facts of the case as known to the public? At the Special Meeting of Ratepayers a proposal to buy the Council's station was made by the Company's competitors at a price which yielded a clear profit to the Ratepayers of about Tls. 500,000. The Council advised the Ratepayers to decline the offer, and among the reasons for the adoption of this course the following account of the understanding with Messrs. Bruce, Peebles and Co. was given by the Chairman of the Council.

"The most important point which the committee insisted upon was that the Tramway Company should take its supply of current from the Electric Light Station. It was quite clear to us that by this arrangement the increase in consumption would reduce our cost of production, especially as the tramway company would be a steady consumer in the daytime when our works are comparatively idle; while our only outlay would be Tls. 100,000 to Tls. 120,000 for additional machinery. A contract for the supply of a large quantity of current at a profitable rate would materially enhance the value of the station as a realisable asset. We felt justified in stipulating for a tariff which would yield

a good return upon our outlay for additional machinery, as we could supply current to the tramways without any additional expenditure for land, buildings, reserve machinery, and staff, whereas if the company had supplied itself, it would have had to provide for all these important items. It was manifestly more economical to have one central station than two. We based our rate upon what it would have cost the Company to supply its own current; our calculation is that after providing for interest, depreciation, and other expenses connected with additional plant there will be a margin of profit of fully Tls. 16,000 per annum, which capitalised at six per cent (the current rate for Municipal loans) is equivalent to over Tls. 250,000. This margin can be used to increase the sinking fund, or to reduce the charge for light, or partly for both.

This plain statement of the Council's view was made in public before the concession was offered to Messrs. Bruce, Peebles & Co., and it would be interesting to know why the agents of the Company allowed the statement to go unchallenged, that the realisable value of the Council's station would be increased by Tls. 250,000 were the tramway contract concluded with them, if they knew that the contract for the supply of power might be withdrawn by the Company at the end of five years. It seems clear to ordinary intelligence that it would have been anything but advantageous to the Council to agree to erect new machinery for the supply of this great additional amount of power, only to have it left on their hands at the end of five years. The agents themselves were evidently of this opinion, seeing that they admit that "the Council would not perhaps be sufficiently well compensated if the agreement terminated at the end of the first five years," and in their liberality they offered to increase the term to fifteen years. When, in conjunction with the extract given above from the Chairman's speech, we find at the meeting of the 12th of May between the Council and the agents, that Mr. Shorrocks stated that "the Company does not desire to erect a station for the generation of its own electricity," we cannot but think that the Council were justified in believing that the Company had definitely agreed to take their power from the Council throughout the term of the concession.

It would appear that the issue was raised at the last moment, and not by the Council. If the Company's agents telegraphed to their principals in the sense of their letter of the 27th of September, they were very promptly disowned. The agents had been good enough to tell the Council that they were ill-advised to bring it to a prompt and final issue, but after the prolonged delays that have already taken place, the Council quite properly objected to another prolonged discussion. Their firm and uncompromising attitude was completely

justified by the immediate acceptance of their view by the concessionaires at Edinburgh.

TEUTO-RUSSIAN
RELATIONS.

10th October.

POSSIBLY never before in the history of the two countries have the relations between Germany and Russia been more interesting to outside nations than they are the present moment. Reuter has told us of the proposal that an agreement should be negotiated to counteract the Anglo-Japanese Alliance, and we have further learnt that there is a strong party in Russia which favours a *rapprochement* with England rather than an understanding with Germany. It will therefore, be interesting to watch the development of the struggle between the pro-German and the pro-British parties, although it is always possible that Russia will content herself with remaining friendly with both and attached to neither. Meanwhile a glance back over the relations between Russia and her next door neighbour during the past decade or two will probably throw light upon the position at the moment.

A French writer in the "Correspondant" of March last published an article on the subject of Germany, Russia, and the Far East in which he says that keen as Russia was to note signs of British "perfidy" in the Far East, she was not so quick to see through the game that was being played on her behalf by Germany. Bismarck is reported to have said to his friends in St. Petersburg, "Russia has nothing to do with the West: her mission is in Asia, for there she represents civilisation. And acting on this principle he did all he could to entangle the Czar in the meshes of the Eastern net while keeping him carefully shut out from participation in western affairs, notably in Turkey. Mr. Chéramie, the writer of the article in question, goes back to the time when Mr. de Brandt was German Minister at Peking and quotes from political correspondence thus:—

"Not only did Mr. de Brandt advise all the Christian Powers to agree simultaneously to crush China and each seize what was most expedient, but he endeavoured to push matters to the worst by exalting the advantages of a war between Russia and China. My recent conversations with my colleague, Mr. de Brandt, confirm me in the idea that encouragement to carry out such a strange policy must have been given by the Cabinet of Berlin to that of St. Petersburg. As soon as the war should have broken out, Mr. de Brandt made no mystery of the intention of his government to lay hands on any well-

chosen position, whence the navy of Germany could usefully second the operations of her commerce or the action of her diplomacy at Peking."

This was so far back as 1880. The events of next year showed that Mr. de Brandt earnestly desired an eastern war which he expected to be costly to Russia and advantageous to Germany. With regard to the Russo-Japan war, the writer says that Germany hoped Russia would win for reasons aforesaid, but if, on the other hand she did not, then "Germany will become the first enemy of Japan."

The late Mr. Lessar in an interview with Mr. W. T. Stead said, "England is our bad-tempered cat, Germany is our good-tempered tiger. . . . Germany's conduct to Russia in all matters is perfect. . . . She will not abandon her own interests to serve us, but those of her friends and allies she will sacrifice with enthusiasm to avoid crossing us. . . . But Germany if she should ever quarrel with Russia, can strike at our heart." This was spoken long before Mukden. Germany is relatively far more formidable to-day, a fact which must not be forgotten in weighing the chances in favour of the German side. Mr. Lessar was wise enough to look upon the British navy as "one of the few remaining restraints on war." His opinion of the diplomacy of the Kaiser was not of a high order. "The German Emperor," he said "has a new policy every three months. One day he comes to England, then he approaches Russia; next day he is making advances to Italy, and at present (1901) he is coqueting with France." It was Mr. Lessar's opinion, as it is that of all other Russians, that it was the seizure of Kiaochow which began all the troubles in the Far East. By very few and direct steps it led to the Boxer uprising and all that has followed. The late Russian Minister declares that German aggressiveness against China was proved to the hilt by the attitude taken by Count Waldersee in 1900. "The culminating point," he says "was reached when he (Count Waldersee) declared an expedition against the Chinese inland capital, of which the other governments had heard nothing, and against which they promptly protested."

If, however, German diplomacy were so far responsible for recent events as we are asked to believe, the result has been even better from her point of view than she could have dared to hope. It has left her without anxiety respecting her western frontier against which her most herculean efforts might otherwise have been needed. On the other hand, the ousting of Russia from the East throws her back all the more violently upon the west, and hence it may be that any congratulation offered to Germany upon the immediate result may be mis-

placed. The interests of the two countries are so inextricably mixed together, and, in most points of contact, so antagonistic, that it is difficult to see what can be the basis of any lasting agreement. How it can be possible to reconcile the aspirations of the two nations in the Balkan peninsula and in Asia Minor, or to smooth over the difficulties between the Pan-Slavs and the Pan-Germans it is beyond the power of man to tell. France and England had so many points of contact at which without friction on either side concession could be made that the task of their diplomatists was greatly lightened thereby. But one looks in vain for such safety-valves in the diplomatic machinery of Russia and Germany. Everything really depends upon what Russia intends in the Far East. An agreement with England in Asia is quite within the bounds of possibility.

BRITISH NAVAL POLICY

11th October.

THE withdrawal of the gunboats from police duty on the China station, and the virtual, if not complete, abandonment of Weihaiwei for naval purposes, have inevitably excited adverse comment in the Far East, where the immediate effects of these particular features of Sir John Fisher's naval reforms are forcibly felt. British residents in China are likely to be more interested in the maintaining of our national prestige on the rivers and coast of this Empire than in any comprehensive scheme to meet the growing rivalry of Germany or any other Power in home waters, and we cannot but feel that, excellent as the new naval policy may be as a whole, the laying up of the sloops and gunboats, which have done such useful work in this part of the world is a mistake. It may be readily admitted that for purposes of warfare with a European naval power they have little value; that they would probably have to make for the nearest British base, or neutral port, and there remain interned till peace had been re-established though, if as would probably be the case, they should reach British ports the men would be available as relief crews for other vessels; and that they require the services of a number of men, who might be employed to man the larger and more modern vessels of the fleet. The men have been undoubtedly needed at home, but the fact that they have relieved the Admiralty of one of its problems does not alter the fact that they are also needed out here. Their services, it has to be remembered, are not so much con-

cerned with the possibility of war with a European Power, as with the adequate protection of British lives and British interests in this great, and awakening, but still very uncertain, Empire of China. The recent *émeute* at Amoy shows that the time has not arrived when China can be trusted unaided to preserve order in the open ports. A proposal to abolish extraterritoriality would hardly be conceivable as yet, and until China is able effectually to control not only her people but her own officials, the gunboat may still serve its purpose.

Once recognised that the circumstances in the Far East are exceptional, and that vessels may be usefully employed here, which would be an embarrassment rather than of value in home waters, and it is impossible not to be impressed by the remarkable strengthening of the defensive fleets of the British Isles, which the redistribution scheme has brought about. In an article in the current "Fortnightly Review," Mr. Archibald S. Hurd explains very exactly the changes that have been effected by this "gigantic triumph of organisation" on the part of Sir John Fisher. Whereas in September 1904 the naval forces ready for war in the "near seas" were twenty-eight battleships and ten armoured cruisers, there are available to-day forty-three battleships and twenty armoured cruisers. Moreover the main force of this immense fleet will cruise in future, not in the Mediterranean and the English Channel, but in the North Sea, and the Baltic. The reasons are obvious. "This frontier of the British Empire has been threatened by the growth of the German Navy, and it is as natural that Great Britain should safeguard her interests in this direction as that France, Russia, and Germany should patrol their land frontier with troops. The presence of the Channel Fleet in the North Sea is no more a menace to Germany than has been the old *régime* to France when the main fighting fleets of the British navy cruised in the Mediterranean and the English Channel. . . . Germany has nothing which we covet; we have no cause of quarrel with her, and desire none. The policy of England is merely to hold steadfastly what she has won—and first among her possessions is the supremacy of the seas, the northern as well as the southern seas, the North Sea as well as the English Channel and Mediterranean. It is the old traditional policy, and by it we must stand."

For the moment the world's peace is undoubtedly more threatened in Europe than in Asia. The air is full of excitement, and the situation has not been improved by what we cannot but regard as the unfortunate and sensation-monger-

ing articles in the "Matin." Even if the so-called disclosures are correct and that is very doubtful, it was untimely to make them now that the Morocco difficulty has been happily overcome. That England took the French view in the dispute is certain; it was the logical and honourable outcome of the *entente*, and her prompt acceptance of the responsibility thereby involved helped undeniably to hasten the solution. That is probably as far as the matter went, and it is the view held officially in Germany. The passing irritation is not likely to lead to a rupture between the two nations, but if anything tends to keep them at peace it will be the overwhelming naval force which, thanks to the new policy, Great Britain now has absolutely ready for battle.

COTTON.

18th October.

THE experiences of Indian cotton cultivators in the attempt to grow a long-stapled fibre have not proved to be over-successful, though for a hundred years or more endeavours have been made to improve the quality of the fibre, and of late these efforts have been redoubled owing to shortages of American cotton and to high prices, especially as the Lancashire mills can no longer spin the short-stapled varieties to advantage. What is taking place in India may furnish a useful object lesson to cultivators elsewhere, for though such deterioration as there has been in the Indian fibre is probably due in part to continued cultivation of the same strains of seed and to carelessness in selection and cultivation, and to lack of fertility of the soil, there are reasons apart from these remediable or partly remediable shortcomings which make it actually desirable to produce the coarse short-stapled cottons in preference to the superior varieties. It is found that the coarse cottons are hardy, little liable to injury from insects and bad seasons, that they may be planted later and nevertheless mature earlier, and at the same time yield a larger crop per unit of cultivation, which compensates the grower for the lower market price obtainable. Such cotton, moreover, is always in demand for consumption in India itself and for export, whilst if finer cottons were produced there would be an intermittent demand only and that at very fluctuating prices. The purchasers nearest to the Indian cultivator's door, that is cotton spinners in the country itself and elsewhere in the East and Far East, do not require a long-stapled cotton for the production of their coarse yarns, and the Indian cotton is specially adapted for spinning cottons up to 20's, though the product of certain districts such as

Hubli can be fairly well spun up to 42's, and average cotton even can be spun up to 32's. The Bombay mills have, indeed, practically ousted imported yarns up to 42's. The demand from China for Indian yarn, which swallows up over ninety per cent of the total yarn exported is mainly a demand for counts up to 20's, and the hand-loom of India, which probably consume half as much machine-spun yarn again as the mills, in addition to the hand-spun yarn made locally, want little save the lower count yarns, and there is not much likelihood of the demand for hand-loom products falling off with any great rapidity, as there is a decided preference for them among large classes of the natives of India owing to their superior durability, estimated at three times that of machine-woven cotton materials.

Outports, Etc.

HAINAN.

FROM OUR OWN CORRESPONDENT.

2nd October.

Three Typhoons

made September a record month; none of them were very severe in Hainan, however. The loss of a junk with nineteen lives off the north-eastern coast early in the month was reported by the sole surviving member of the crew. A company of nine Limko men reported the loss of their junk off the coast of Vangchiu in the typhoon of last week: one of their number had been dead, so they related, but had been resuscitated and they were begging their way overland back to Limko.

The Boycott

is a subject of general discussion at present, and it is surprising to see how far the multitude is from understanding the real facts, and where facts are not understood, superstition comes in and supplies a reason: thread and cotton goods of foreign manufacture will hoo-doo the purchaser; so will kerosene, but the last-mentioned product is now so extensively used and has the field quite to itself for lighting purposes, that it is not convenient to consider the hoo-doo on it very serious. Medicines dispensed from the hospitals of the American Presbyterian Mission do not seem to be under the general ban against things American, nor have the Mission schools become unpopular.

A few days ago, an American missionary from the interior reported a visit from a number of his Chinese friends from a neighbouring market: they had heard rumours to the effect that all Americans had fled or were about to flee from the island, and they came to see with their own eyes that all departments of missionary effort were being carried on as usual.

The Imperial Edict,

abolishing the triennial examinations as formerly conducted, in favour of examinations at the schools and colleges established in district and provincial cities, naturally causes some disappointment among those who hoped to try for degrees in the old way.

Other evidences of the internal revolution going on all over China are not wanting: among them are the wearing of the queue by the student class with the lower end of it tucked into the side of the coat, and the gold braid trimmed uniforms for the military officials.

PEKING.

FROM OUR OWN CORRESPONDENT.

29th September.

The Bomb Mystery.

The excitement caused by the bomb outrage has largely subsided. The four Commissioners will doubtless soon proceed upon their way to foreign countries. As the wounds of Shao Ching were more severe than those the others received he has been excused from his duty. Doubtless, the Commissioners were badly frightened, but the resolve has come not to show the white feather and the journey will not be given up. The remains of the man who carried the bomb have been gathered up and preserved in alcohol and can be seen at the railroad hospital. A placard is exhibited offering a reward of two thousand dollars to anyone who will identify the man. As yet, all are mystified and no clue to the real culprits or the motive of the crime have been found. Large sums are offered for the discovery of the criminals or any unveiling of their plans or their whereabouts. If any one of them should feel inclined to turn State's evidence, certainly, a fortune would await him but his life would not be worth a farthing's value.

The shattered car still stands in the railway yard and shows the evidence of a severe explosion though not so badly injured as has been represented. The man in the alcohol gives evidence of more than ordinary intelligence in his face and was no coolie or person hired for the occasion. He was evidently a student, but if he was a progressive it is a mystery why he should seek to prevent this expedition to foreign countries which foreboded so much good to his country.

Five persons have already died as the result of the explosion and seven wounded are in the care of the doctors. The two children first reported killed are said to be still living but severely wounded. It is difficult to get the exact facts of the case. Efforts have been made to connect foreigners in some way or other with the outrage but without avail. In view of rumours that threats had been made to throw a bomb or bombs from the wall just beyond the American legation upon the railway station below, a soldier has been stationed at the head of the ramp and Chinese prevented from going on the wall.

In view of the wounds received by Shao Ching and his retirement from the Commission, Li Sheng-to has been appointed to go abroad in his place and the work which the Commissioners set out to do will thus be accomplished. Yesterday Commissioner Li went to thank the Empress Dowager for her kindness in giving him this appointment. Since the bomb outrage, the high officials of the city only venture from their homes when accompanied by four or more extra soldiers. There is unusual energy manifested in the policing of the city and the new uniforms are in evidence everywhere. Now that the examinations have been discontinued, the city is filled with discontented scholars; these scholars have

Count Okuma, in an interview with a "Nichi Nichi" representative, says that he is heartily pleased at the conclusion of the new alliance, which will prove of enormous value in pro-

moting the world's peace. It will be welcomed by the allied peoples as well as by the other Powers. If there be any critics entertaining pessimism regarding Japan's cooperative ability towards India, they are not acquainted with the situation. Even if Russia were able to approach the Indian frontier, the strong British squadron might immediately blockade Russian ports in time and the brave Japanese soldiers would attack Siberia to divide the Russian Army while suspending Russian trade. The apprehension that Russia will be hostile against either Japan or England in the near future is a mere scare.

LONDON.

FROM OUR OWN CORRESPONDENT.

8th September.

Japan and the Treaty.

Some alarm was caused here by the three day's stoppage of all news from Japan, and sensation-mongering journals published rumours of a revolution at Tokio. Now, however, private messages have again been allowed over the wires we know that although there was serious rioting occasioned by disappointment at the conditions of peace, it did not amount to anything like a revolution. Everyone here recognises that the disappointment was quite natural; but it is hoped that when the terms of the new Anglo-Japanese Treaty become known in Japan the people will become quite reconciled to the peace. The most damaging criticism of the terms agreed on at Portsmouth both here and in Japan, was that they gave no guarantee of the permanence of peace; but that guarantee is amply afforded by the new treaty with ourselves. I am glad to say that there are already ample indications that if, as everybody expects, a Liberal Government shortly comes into power here the new treaty will be not only loyally adhered to—as of course it would be in any case—but warmly approved. There were some slight notes of dissatisfaction in the Liberal Press on the first day of the announcement, the suggestion being put forward that we had undertaken an unnecessary and dangerous responsibility; but few of them have returned to the charge, and the general opinion of the Liberal Party is, I believe, entirely in accord with the views expressed by Mr. Asquith on Saturday. Referring to the new treaty he said he had of course no knowledge of what was being done, and, like everybody else, he reserved his liberty of judgment upon it. "But," he said, "this I will say—I think I shall carry all my fellow Liberals with me—that the alliance between Japan and the United Kingdom, being as it is a mutual insurance of our common interests, which we believe to be those also of civilisation and progress, and involving as it does no aggression upon and no antagonism to the rights and the legitimate susceptibilities of other Powers—that alliance is heartily approved by the people of this country and has come to be regarded by them as an integral part of our policy in the Far East."

Opinion on the Continent.

Of course the new treaty has aroused a fresh outburst of bitter Anglophobia in Russia. It is naturally said that the treaty is directed against Russia, and Russia alone. But the more enlightened

organs of the Russian Press—the organs which favour the introduction of a really representative constitution for their Empire, headed by the "Russ"—actually view the treaty with favour. They point out that if it prevents the renewal of an aggressive policy in the Far East it will be of great advantage to Russia itself as well as to the rest of the world. And that it will prevent a renewal of the war just ended is admitted by both parties. Even the most arrogant and bellicose journals admit that neither Russia nor any other Power will dare to face such a combination as the British and Japanese navies and the Japanese army in the Far East. In Germany also, where the anti-British feeling has been very strong of late, the treaty is naturally regarded with disfavour, the view that it is directed against Russia alone being by no means accepted there. For our part we are not disposed to dispute this point with the Germans. We recognise that the main object of the treaty is the preservation of the policy of the Open Door in China, and that Germany, which was the first of the Powers to seize Chinese territory, has offered the most serious menace to that policy. In France there seems not the slightest fear that the treaty will disturb the cordial relations which have recently been arrived at between us.

The Looming Election.

There is some idea that the conclusion of the treaty will hasten the date of the General Election. Those who think so surmise that Mr. Balfour's principal reason for not resigning immediately upon the historic defeat in the House of Commons was the necessity of concluding the negotiations with Japan before giving up office. No doubt this consideration would have weighed with him if he had ever entertained the idea of resigning, and would most certainly have led him to defer his resignation; but to assume that it was his sole reason is to conclude that his speech in the House in which he explained his motives was an elaborate piece of deception. Mr. Balfour is prepared to resign at any moment that may seem most propitious to his party. The conclusion of this treaty is the most popular thing his Government has done for a long time; and he may think it well to choose this hour of triumph for a dissolution. The Liberals have, however, to some extent discounted his triumph by their cordial acceptance of it. Electors are proverbially swayed more by considerations of the future than by gratitude, and since there is no fear of the Liberals upsetting the treaty it will probably have not much effect upon the election. Possibly, however, Mr. Balfour will be guided by the results of the pending by-elections of which there are two—and dissolve if they show a tendency towards a Conservative reaction.

As for the fiscal question, on which the election was, and I suppose still is, to be fought, just now we hear very little about it. Mr. Chamberlain has still to carry on his campaign practically alone, and until his autumn series of speeches open we shall hear very little about it. And the series will be a brief one, for Mr. Chamberlain has proved that his constitution is not equal to the strain he put upon it when he entered into his great fight. The Trade Unionists are holding their annual Congress this week at Hanley, and they have again passed a resolution in favour of Free Trade by an enormous majority—in this case 1,253,000

against 26,000. It must be remembered however, that the Trades' Unionist Congress is not appointed on the principle of proportion of representation, and that this therefore means, not that there are only 26,000 trade unionist tariff reformers, but that there are actually trade unions aggregating 26,000 members in each of which the tariff reformers are in a majority. In addition there is no doubt a larger or smaller minority of Protectionists in every one of the other trade unions. This fact was brought out last night at a meeting of delegates to the conference who are Chamberlainites, at which Mr. Markham, the organising secretary of the Tariff Reform League expressed great satisfaction at the progress which, as he alleged, Mr. Chamberlain's views were making among trade unionists.

The Prodigal Son.

Last night Mr. Hall Caine's dramatic version of his latest novel was produced at Drury Lane theatre in the lavish manner to which we have become accustomed at this historic house. Among others things a flock of between fifty and sixty "real" sheep are seen on the stage. Mr. Hall Caine is perhaps as excellent a business man as Mr. Arthur Collins, the Drury Lane manager, and the production has been most industriously and successfully boomed in advance. Moreover the notices which appear in this morning's papers are unusually elaborate and lengthy, the excellent French institution of a "Répétition Générale" having been introduced at Drury Lane, so that the critics were enabled to see the play and form their opinions upon it three days before their notices had to appear. Even Mr. Walkley, the famous dramatic critic of the "Times," though he scarcely disguises a feeling something akin to contempt for this species of play, acknowledges that "The Prodigal Son" exactly hits the public taste, and will assuredly fill the great house nightly until it has to be withdrawn for the pantomime preparations. In addition to the fifty sheep and a considerable number of four-footed mimes it has a very strong cast of bipeds. Mr. George Alexander has left his own theatre for a time to play the leading part; that old popular favourite, Mr. Henry Neville, appears as the prodigal's father; Mr. Frank Cooper rivals Mr. Alexander in popular acclaim as the prodigal's heroic brother; Mrs. John Wood has a capital comedy part; Miss Lily Hall Caine wins many tears as the heroine; and Miss Mary Rorke and Miss Nancy Price have also telling parts.

Another Railway Accident.

This autumn season has witnessed two of the worst railway accidents that have occurred in England for some years. The Lancashire disaster, when several people were smashed up and reduced to cinders on an electric railway, has been followed by the piling up of some carriages on the platform at Witham, in Essex, on the Great Eastern Railway. Ten people were killed outright and at least one other has since died.

11th September.

The Peace.

I need hardly say that the conclusion of peace came as a great surprise here. That peace would be concluded on some terms had daily become more and more probable during the sitting at Portsmouth; but the concessions made by Japan astonished people here quite as much as they seem, in the first instance, to have dismayed the people of Japan. Of all the special correspondents on the

spot, the representative of the "Morning Post" has proved to have been the best informed. It was he who in the first instance announced to us Japan's willingness to give back half of Saghalien. His statement was received with very little credulity; and when it received some confirmation from other sources it was taken for granted that Russia would have to buy the concession by consenting to make a substantial money payment. It was thought indeed that the intention was to put the transaction in such a way that the money might pass without the need of compelling Russia to use the hated word "indemnity." But that Russia should get back half Saghalien, as well as her interned ships, and yet pay no indemnity, exceeded our broadest notions of Japanese magnanimity. Indeed there were many who were inclined to agree with the disappointed Japanese critics and to attribute the result to weakness rather than magnanimity.

The Anglo-Japanese Agreement.

This morning, however, the action of the Japanese delegates is in a large measure explained. It was known, of course, that negotiations for continuing, and perhaps to some extent for enlarging, the scope of the Anglo-Japanese Treaty had been in progress; but when the "Daily Mail" announced on Wednesday that the new treaty had actually been signed few people believed it. It must be admitted, however, even by those who dislike the methods of the "Modern Journalism," that the "Daily Mail" has once more scored heavily. This morning we have had a semi-official intimation of the signing of the treaty nearly three weeks ago, together with an indication of some of its main provisions. You no doubt received intimation quite as early and quite as fully as we did. Of course the Liberal organs maintain a good deal of reserve in dealing with it. All parties were agreed as to the wisdom of renewing the old treaty; but the Liberals naturally throw upon the Government the whole responsibility for its extension, and express considerable doubts as to the wisdom of incurring increased war-like liabilities. At the same time it is acknowledged that if the new treaty has its desired effect of ensuring something like a permanent peace in the Far East, it will have been amply justified. Indeed the Liberal Party, which claims to be eminently the party of peace, can hardly attack the Government for having concluded the treaty; seeing that it has undoubtedly contributed largely to the ending of the Russo-Japanese war. As Mr. Takahashi, the Japanese Financial Commissioner, pointed out in an interview yesterday, Japan had waived the claim for an indemnity because to insist upon it would have meant the continuance of the war; but she could not have done this if the war were likely to break out again in a few years' time. The main thing we know about the new treaty is that we have engaged to take up arms on the side of Japan if Russia attacks her again; and there can be no reasonable doubt that the knowledge of this will keep Russia from seeking revenge for her defeat.

Notes of Disappointment.

It must be confessed that anxious as we were for peace in our own interests, our satisfaction at its conclusion is not without qualification. One reason for this is the extraordinary arrogance of the Russians; one would imagine from the tone of their press and their diplomats that they had won a great victory instead

of suffering a disastrous and humiliating defeat. That Mr. Witte should have boasted of his success is perhaps not remarkable. He has undoubtedly done exceedingly well in reducing as much as possible by his diplomacy the loss in which his country involved herself by a war in which her successive overwhelming defeats were unbroken by a single victory; but that Count Lamsdorff should have telegraphed to the Czar, "the Japanese are prepared to submit to the will of your Imperial Majesty," and that M. Witte himself should declare in his report to his sovereign that "Russia will remain in the Far East the great Power which she has hitherto been and will be for ever" is a little too absurd. However, tall talk of this kind, however exasperating, cannot have any permanent effect. A much more solid ground for qualifying our satisfaction with the peace is that to which Mark Twain has given expression. It will render much more difficult the task of the party of reform in Russia and enable the Czar to direct all of his military force against the constitutional revolution. The only hope is that the revolutionary spirit will spread through the army itself.

Lord Curzon and Lord Kitchener.

The powerful sensation created by the resignation of Lord Curzon has been intensified by the publication of the correspondence which has ensued between the Viceroy and Lord Kitchener. It has done little if anything to elucidate the rights and wrongs of the dispute. Lord Kitchener has entered into elaborate details to prove that Lord Curzon's summary of his proposals for carrying out the scheme of Indian army administration reform is grossly inaccurate. Lord Curzon returns to the charge and cites figures to prove that this summary was absolutely accurate, and that Lord Kitchener's proposals are designed to reduce the Military Supply Member and his department to impotence and to vest all real power and authority in himself. Lord Curzon has, of course, had the last word, and seems to have made out a good case; but without an investigation it is impossible to arrive at a clear decision as to which is right and which is wrong. What is generally agreed is that the correspondence had better never have been published, and the opinion is, I believe, growing that a satisfactory solution of the difficulty created will never be reached until Lord Kitchener's resignation has followed that of Lord Curzon. Lord Kitchener's great services to the Empire are not forgotten, and no-one desires that he should receive anything in the nature of a snub; but it is felt that if he remains, the result must be regarded as a triumph of the military over the civil authority in India.

The Eclipse.

We are having a spell of unpleasant weather—cold, windy, and overcast, with frequent thunderstorms, and the eclipse which in these regions was nearer to totality than any we have had for thirty years, was in most places a failure. In London we had never a glimpse of it; and there were very few places in England from which it could be watched from start to finish. However, a partial eclipse at its best does not approach the sublime effect of a total eclipse; indeed, I have no doubt that even where there was a cloudless sky there were hundreds of people going about their work in the fields in perfect ignorance that anything unusual was occurring. What is more un-

fortunate is that many of the scientific expeditions to the track of total eclipse fared no better, the expense of many hundreds of pounds and unsparing trouble in the transport and erection of scientific instruments being rendered useless by clouds. However, others were more fortunate, and doubtless astronomy will have some gains to count. We in England will have to wait in patience for eighteen years before we have a chance of seeing a total eclipse without leaving our island, and then we shall have to travel to the Scottish border. If we miss that, there will not be another till 1999 when the moon's shadow will just pass over the toe of Cornwall.

Meeting.

THE MUNICIPAL COUNCIL.

At the meeting of the Council held in the Board Room on Wednesday, the 4th of October, 1905, there are present: Messrs. F. Anderson (*Chairman*), F. C. Heffer, C. L. H. Iburg, John Liddell, E. S. Little, O. Meuser, W. A. C. Platt, and the Acting Secretary.

The usual formal business is transacted.

Conservancy.

A letter from the Senior Consul is read informing the Council of the signature in Peking on the 30th ultimo of the Whangpoo Conservancy Convention. A further despatch contains the text of the Convention, which is ordered for publication.

Explosive Mines.

Having reference to the destruction of the s.s. Hsieh-ho off Weihaiwei by an explosive mine on the 30th ultimo, it is decided to address a letter to the Senior Consul on the subject, with a view to making representations in the proper quarter for clearing the seas of this source of danger. The Council considers that, by a system of rewards offered to fishermen on the coast, much might be done with this end in view.

Construction of New Roads.

A letter from Mr. W. V. Drummond is read to the effect that the Special Committee of Ratepayers appointed to consider this question will address the Council on the subject at an early date.

Drainage Creeks.

Yungzeenpang.—The following correspondence is ordered for publication:—

Council Room,

Shanghai, 18th August, 1905.

SIR,—Having reference to the double culvert which was erected last year by yourself to provide access over the Yungzeenpang east of Cadastral lot 2216, I am directed to request that you may be good enough to secure the owner's permission to the substitution by the Council of a reinforced concrete bridge at this point with a view to improving the flow of the creek, and to preventing objectionable matter from accumulating in the vicinity to the annoyance of adjoining owners.

The bridge, which it is proposed to erect, will be of a width of forty feet, and will indicate the direction ultimately to be taken by Road Extension No. 12 W.

I am, Sir,

Your obedient servant,

W. E. LEVESON,
Acting Secretary.

R. B. MOORHEAD, Esq.,
Shanghai.

Shanghai 31st August, 1905.

DEAR SIR,—Your letter of 18th instant having reference to the double culvert which was erected last year to provide access over the Yungzeenpang east of Cadastral lot 2216.

I have communicated with the owner, and have secured his permission to the substitution by the Council of a reinforced concrete bridge in place of the present double culvert on the following conditions:—

- 1.—That the cost of all work connected with the proposed substitution shall be borne by the Council, not only the actual removal of the present culvert and building of the proposed bridge, but also should the necessity of moving water or gas mains arise due to the proposed work.
- 2.—During the time occupied in carrying out the work the Council to provide a temporary bridge to give access over the Yungzeenpang for carriages, and other vehicles.
- 3.—That the permission granted to the Council does not in any way prejudice any rights which the owner at present enjoys.
- 4.—That the gate, and gate-keeper's house, etc., are not to be interfered with until such time as the Council shall have decided to carry through Road Extension No. 12. W.

Awaiting the favour of a reply,

I remain,

Yours faithfully,

R. B. MOORHEAD.

W. E. LEVESON, Esq.,
Acting Secretary, Municipal Council.

Council Room,
Shanghai 29th September, 1905.

SIR,—I am directed to acknowledge the receipt of your letter of the 31st August, containing the conditions under which the owner concerned assents to the substitution of a reinforced concrete bridge for the double culvert for the Yungzeenpang, referred to in my letter of the 18th idem.

In reply thereto, I am directed to state that the Council accepts these conditions and the work will be carried out without delay.

I am, Sir,

Your obedient servant,

W. E. LEVESON,
Acting Secretary.

R. B. MOORHEAD, Esq.,
Shanghai.

The meeting adjourns at 6.10 p.m.

"The Health and Vigour of an individual depend upon the quantity and quality of the blood. When the tissues have been at work, there are thrown into the blood waste products, and if these be eliminated but (through any cause) detained in the blood, they influence nutrit on the function and finally produce organic disease."—"The Humanitarian." In cases of Scrofula, Scurvy, Eczema, Bad Legs, Skin and blood Diseases, Pimples, and Sores of all kinds, the effects of Clarke's Blood Mixture are marvellous. Thousands of wonderful cures have been effected by it. Clarke's Blood Mixture is sold everywhere at 2s. 9d. per bottle. Beware of worthless imitations and substitutes.—ADVT.

The following are forwarded for publication with the foregoing minutes:—

Health Department.

Notification of Infectious Disease.

The following have been reported during the week ending Sunday, 8th October, 1905.	Deaths among Chinese population of 400,000.	Cases notified among Non-Chinese population of 9,500.
Small-pox.	0	0
Cholera.	0	0
Typhoid Fever.	—	3
Diphtheria.	1	0
Scarlet Fever.	0	0
Tuberculosis.	47	1
Total Deaths from all Causes.	152	4

ARTHUR STANLEY, Health Officer

Police Report.

Return of apprehensions, etc., made during the week ending 29th September, 1905.

Offences.	No. of apprehensions.
Assault	5
Attempted suicide	1
Breach of Garbage Regulations	8
Breach of Municipal Regulations	38
Burglary	2
Committing nuisance	196
Cruelty to animals	3
Extortion	1
Fighting and creating disturbance	6
Firing crackers and burning joss-paper	2
Forgery	3
Furious driving	4
Gambling	2
Larceny	40
Obstruction	418
Obtaining goods under false pretences	1
Rape	1
Soliciting prostitution	4
Miscellaneous cases	22
Ricsha licenses suspended	196
Ricsha licenses confiscated	116
Wheelbarrow licenses suspended	5
Beggars, hawkers, and ragpickers	341
Total number of persons coming under the notice of Police	1,415
Chinese dead bodies found in streets	5
Unmuzzled dogs captured	28
Unmuzzled dogs shot	20

A. M. BOISRAGON, CAPT.,
Captain-Superintendent of Police.

Health Officer's Report for September.

With the exception of an outbreak of Dengue the comparative absence of infectious disease this summer has continued. Dengue, from its home in the Malay Archipelago, has frequently during recent years spread up the coast ports to Shanghai but its arrival late this summer should forecast a short stay, as it is essentially a tropical disease. It very rarely kills but is intensely infective, spreading in mass like Influenza, and appears not to be carried by contagion.

Two cases of Malta fever, arising outside Shanghai, have recently been diagnosed by examination of the blood in the Laboratory.

With the arrival of a highly qualified dispenser from home the Municipal Dispensary is being organised for the purpose of dispensing medicines for the Municipal Hospitals and the Municipal staff. As it is proposed to carry a much larger stock of drugs and appliances, the improvement in this service should facilitate the work of the Municipal Hospitals and Nursing Home.

The organisation of the method of removal of house refuse by native barrows continues and in the beginning of next month it is hoped to extend it to the whole of the Central District. With decent coolies the method gives satisfaction, and ultimately, when the dumping of garbage on the roads is prevented, will be a distinct sanitary improvement.

Two cases, important from an administrative point of view, were tried at the Mixed Court during the month, having reference to the inborn habit the Chinese have of "squeezing" those subordinate to them. A well-marked case where some licensed Laundrymen were being "squeezed" by two native foremen presented itself, the Laundrymen promising to give evidence if the foremen were prosecuted. One of the foremen was convicted and sentenced to one month's cage and exhibited outside each laundry in turn. The other foreman, could not be got to give evidence.

The cattle likin having been reduced from 3,600 to about 1,800 cash a head and being in a strong position with regard to the Municipal Butchery, the butchers were approached with a view to a reduction in the price of meat. As a result they consented to a general reduction of one cent a pound on beef and mutton and agreed to the issue of a new price-list marked as authorised by the Council (see "North China Daily News" of 28th September.) This reduction of price comes into effect on the 1st of October. The Municipal Butchery was opened in June last, and, as its chief object, the reduction in the price of meat, has been attained, it will be closed early next month. The knowledge obtained thereby of the sources of the meat supply and the methods of profit, not only to the cattle dealers but to the native officials, should be useful in dealing with similar attempts at bleeding the foreign public; for it would now be comparatively easy to take over the whole of the local domestic supply of butcher's meat.

Eighteen oxen were rejected at the Slaughter-house for Cattle Plague and the same disease appeared in the Dong Hing Dairy early in the month but was successfully confined to that Dairy with the loss of one animal only.

A native was prosecuted at the Mixed Court for selling pheasants during the close season and fined \$30. The licensee of the King Kee dairy was fined \$200 for adulteration of milk.

There were two cremations during the month both Japanese subjects.

Here follow tables of Vital Statistics, Infectious Disease and Outdoor Sanitary Work; Work done in the Municipal Laboratory, Municipal Hospitals and Slaughter-house; and lists of Laundries, Dairies and Dealers in Perishable Food-stuffs, etc., licensed for the protection of the Public Health.

A. STANLEY,
Health Officer.

	Deaths.		Native.
	Foreign.	Non-Resident.	
Small-pox.....	0	0	0
Cholera.....	0	0	0
Typhoid Fever.....	0	1	0
Diphtheria.....	0	0	2
Scarlet Fever.....	0	0	0
Tuberculosis.....	2	0	139
From all causes.....	4	5	542

Infectious Diseases notified among Foreign.

Resident Population.

Small-pox.....	0
Cholera.....	0
Typhoid Fever.....	2
Diphtheria.....	0
Scarlet Fever.....	0
Tuberculosis.....	1

Municipal Hospitals for Infectious Disease.

	Foreign.	Native.
Cases Admitted—Small-pox.....	0	0
Cholera.....	0	0
Typhoid Fever.....	0	0
Diphtheria.....	1	0
Scarlet Fever.....	0	0
Other Diseases.....	0	22
Discharged.....	1	47
Died.....	0	0
Remaining last day of month.....	0	21

Municipal Laboratory.

Small-pox Vaccine issued.....	720
Vaccinations.....	2
Diphtheria Antitoxin issued.....	24,000 units.
Cases undergoing anti-rabic treatment.....	6
Bacteriological examinations.....	65
Analyses.....	33

Report on Analysis of Water.

Sample received, 3rd October, 1905.
Report sent out, 7th October, 1905.
Sample, Shanghai Waterworks Co.'s water.
Physical Characters—Bright appearance, odourless, and has a pleasant taste. Yellowish green colour. Slightly alkaline reaction. Very small amount of suspended matter present.

	Parts per Hundred Thousand.
Solid matters in Solution.....	15.2
(a) Volatile.....	7.2
(b) Fixed.....	8.2
Appearance on Ignition Slight Charring.....	
Total Hardness.....	11.7
(a) Temporary.....	5.7
(b) Permanent.....	6.0
Chlorine.....	2.7
Nitrogen as Nitrates.....	0.0313
Saline Ammonia.....	0.003
Albuminoid Ammonia.....	0.0084
Poisonous Metals.....	Absent
Nitrites.....	Absent
Phosphates.....	Absent
Sulphates.....	Traces

Bacteriological Examination. An average of 50 micro-organisms per cubic centimetre grew on nutrient gelatine at 23°C in four days.

Report on Analysis.—A sample of well-filtered water showing a good degree of chemical and bacteriological purity.

Sanitary Work.

Complaints of insanitary conditions received from the Public.....	48
Complaints of insanitary conditions received from Officers of the Health Department.....	19
Written intimations issued for sanitary amendments.....	19
Second written intimations issued for sanitary amendments.....	6
Notices of intention to proceed served.....	0
Summonses.....	1
Rooms disinfected after infectious disease.....	5
Articles of clothing, bedding, etc., disinfected by steam.....	169
Rooms whitewashed.....	5,940
Defective drainage amended.....	10
Insanitary latrines and urinals rendered healthy.....	1
Insanitary ditches, ponds, and creeks rendered healthy.....	4
Night-soil pits and kongs abolished.....	0
Exposed confined corpses removed and buried.....	7
Smoke nuisances suppressed.....	0
Offensive trade processes amended.....	0
Beggar boats removed.....	32
Other unhealthy conditions amended.....	2

Licensed Laundries.

Laundry.	Situation.
Shanghai Washing Co.....	451 Weihaiwei Rd.
Shz Sing Washing Co.....	104-5 " "
Yung Sung Washing Co.....	210 " "
Ziang Shing Washing Co.....	211 " "
Yoo Kee Washing Co.....	259 Taku Road.
Yung Shing Washing Co.....	302-8 Chungking.
Dong Foo Washing Co.....	55 Yates Road.
Lee Zung Shing.....	501-2 Nth Honan.
Van Woo.....	507 " "
Quin Yuen.....	510 " "
Ying Yet Lee.....	516 " "
Yah Kee.....	517-8 " "
Ying Zung Kee.....	519-0 " "
Union.....	434 " "
Wong Zung Chong.....	1383 Haining " "
International.....	512-19 Range " "
Yah Sing.....	846 Woosung " "
Ching Kee.....	1113 " "
Jue Kong Jao.....	296 Scott Road.
Nippon.....	1139 Sing-kei-pang Rd.
Jim.....	200-2 Tongshan Rd.
Sze Zung Kee.....	205-6 " "
Ah Fong.....	222 " "
Ah Kee.....	222a " "
Yung Wo.....	465-6 Dent Road.
Ah Wire.....	467 " "
Ah Kiang.....	469-1 " "
Old Ah Foo.....	472-3 " "
Jackson.....	59-1 Dent Lane.
Big Sam.....	1538 Seward Rd.
Jim.....	1859 " "
Wo Yue.....	186 " "
Yu Shing.....	1861 " "
D. Tsung Foo.....	1862 " "
Meu Shing.....	1863 " "
Ah Leon.....	1864 " "
George.....	90 Wuchow Road.
Japanese.....	

Licensed Dairies.

Dairy.	Situation.
R. W. Shaw.....	The Farm.
F. G. Keeling.....	St. George's Farm.
Mrs. Robinson.....	Swiss Farm.
Mrs. Flood.....	Farfield Dairy.
Mrs. Grandon.....	Yaukseepoo Farm.
T. J. Rowland.....	Hume Farm.
D. W. Crawford.....	Sicawei Road.
A. Cully.....	Rou e D'Omer.
E. L. Collingwood.....	Paoshan Dairy.
Hung Kee.....	Bullbush Well Road.
Sing Kee.....	" "
Yuen Sung.....	" "
Yet Hing.....	Sinza Road.
Kong Kee.....	" "
Zun Chee.....	" "
Hop Shing.....	" "
Zee Butler.....	Burkill Road.
Tai Woo.....	French Creek.
Dong Hing.....	Li Hongkew.
Mo Hung Sing.....	" "
Kong Zung.....	North Szechuen Road.
Ah K'ai.....	Shanghai Dairy.
Chin Chun.....	Yaukseepoo Dairy.
Sing Shing.....	Markham Road.
Chang Tsu Liang.....	Hongkew Dairy.
Hai Yong Shing.....	Route Voyron.
Astor Dairy.....	Ward Road.
Hong Kee.....	North Szechuen Road.
Yue Chon.....	Avenue Road.
Gordon Rd. Dairy Co.....	Gordon Road.
Sinza Road Dairy.....	Sinza Road.

Licensed Butchers, Poultry, Game, and Vegetable Dealers.

Butchers.	Situation.
Yah Tai.....	Maloo Market.
Tsin Tai.....	" "
Hong Kee.....	" "
Hop Fong.....	" "
Kong Kee.....	" "
L. Hopkins.....	Ningpo Road.
Yue Shing.....	Tiendong Road.
Yun Cheong.....	" "
Tsin Tsang.....	" "
Chang Kee.....	Woohang Road.
Yhung Kee.....	Market Road.
Man Woo.....	" "
General Supply Ass.....	Broadway.
W. Fitterer.....	" "
Fook Loong.....	Woosung Road.
R. Neumann.....	Astor Road.
Yong Ta.....	Maloo Market.

Vegetable & Game Dealers.	Situation.
Yun Mow.....	Maloo Market.
Yak Fong.....	" "
Shun Mau.....	" "
Zung Mow.....	" "
Yak Yuen.....	" "
Nie Mau.....	" "
Tai Mow.....	" "
Chen Kee.....	" "
Han Mow.....	Tiendong Road.
Quine Kee.....	" "
Cheng Kee.....	Market Road.

Slaughter-House and Cattle-Shed Returns.

	Slaughtered.	Rejected at Slaughter-house.	Passed for Slaughter from Cattle-sheds.	Passed for Export from Cattle-sheds.	Rejected at Cattle-sheds.
Oxen.....	1,778	27	1,778	1	0
Sheep.....	2,428	5	2,428	65	2
Calves.....	318	0	318	0	0
Pigs.....	159	0	0	0	0

Victoria Nursing Home.

Cases Admitted.....	36
Discharged.....	29
Died.....	1
Remaining last day of month.....	18
Nursed outside the Home.....	5
Daily visits.....	0
Nursing pre-engagements.....	0

The following document has been forwarded for publication:—

Huangpu Conservancy Convention.

The Chinese Government, being desirous of substituting for the terms of the Protocol of 1901, having reference to the establishment of a River Board for the Huangpu and the functions and revenue of such Board, a new method of procedure whereby the Chinese Government itself will undertake the work and defray the whole of the expense thereof; and the Powers signatory to the final Protocol having assented to this proposition, the following conditions have been agreed upon:—

Art. I.—The Customs Taotai and the Commissioner of Customs at Shanghai are entrusted with the general management of the work of improving the course of the Huangpu and of ameliorating the condition of the bar, both at this and the other side of Woosung, as well as of the maintenance of such works.

With regard to the river and sanitary police, lighting and buoying, pilot service, etc., the former regulations will continue to be in force.

Art. II.—Three months after signature of the present agreement China will herself select an engineer experienced in matters of river conservancy, and if a majority of the representatives of the Powers signatory to the final Protocol consider that the engineer thus chosen possesses the requisite qualifications, China will immediately appoint him to undertake the work.

In case, after commencement of the works, it should be necessary, for reasons considered valid by a majority of the Ministers interested, to take steps to replace him, the selection and appointment of the new engineer would be effected in the same manner as above mentioned.

Art. III.—All contracts for undertaking the whole or part of the river conservancy works, for purchase of material or of machinery, etc., shall be submitted to public tender and awarded to the party offering the most advantageous terms.

Art. IV.—Every three months a detailed report upon the work done and a statement of expenses incurred will be drawn up and submitted for examination to the Consular Body at Shanghai.

Art. V.—The sanction of the Taotai and of the Commissioner of Customs in Shanghai will be required for constructing wharves and jetties as well as for the establishment of all pontoons or floating houses in the river.

Art. VI.—The Taotai, and the Commissioner of Customs at Shanghai will have the right to expropriate the existing permanent moorings and to establish a system of public moorings in the river.

Art. VII.—The sanction of the Taotai and of the Commissioner of Customs will be necessary for the prosecution of all dredging and other work.

Art. VIII.—The Taotai and Commissioner of Customs will have the right to acquire all land, situated outside the foreign concessions, necessary for the execution of the work of improving and conserving the Huangpu and to dispose of the said land. If, in this connection, it should be considered necessary to expropriate land, and if such land should be the property of foreigners, the price therefor will be determined by a commission composed of:—

(1) A person selected by the Consular authority having jurisdiction over the owner.

(2) A person selected by the Taotai and the Commissioner of Customs.

(3) A person selected by the Doyen of the Consular Body.

Should the Doyen of the Consular Body be also the Consul of the proprietor, the third member of the Commission would be chosen by the Consul next in seniority to the Doyen.

The Consul having jurisdiction over the party interested will give effect to the decision of the commission.

In case of Chinese property, the Customs will proceed to estimate and settle the price, and will carry out the decision under analogous conditions.

Riparian landowners, Chinese as well as foreigners, will have the right of pre-emption in the case of all accretions of land in front of their properties by the deposits effected in improving the river channel. The price at which such lands may be acquired will be fixed by a commission constituted similarly to that described in the preceding paragraph, or according to the case, by the Custom authorities.

Art. IX.—The Chinese Government takes upon itself the whole of the expense of the river improvement, without levying any tax or contribution either upon riparian property or upon trade or navigation.

Art. X.—China specifies, and gives as guarantee for the total expense of the river improvement works, the whole of the duty on opium of Szechuen and of Soochowfu in Kiangsu. In conformity with the provisions of the Protocol of 1901, she will devote annually to these works, and for twenty years, the sum of 460,000 Haikuan taels.

If during the course of any year after commencement of the works, the purchase of material or machines, etc., should necessitate exceptional expenditure, China, in order to meet it, may raise a loan by mean of bonds on the revenue derived from the above-mentioned opium duty.

For the amortisation and the service of this loan as well as for expenses of all kinds connected with the execution of the works or with the maintenance of the works already completed, China will

furnish annually a minimum of 460,000 Haikuan taels.

The provincial authorities concerned will remit this sum by equal monthly payments into the hands of the Taotai and Commissioner of Customs at Shanghai.

Should the revenues indicated become insufficient, the Chinese Government must provide the sum specified from other sources.

Art. XI.—If the works are not prosecuted with diligence, care, and economy, the Consular Body, acting upon a majority of votes, may notify the Taotai and the Commissioner of Customs of the fact and request them to instruct the engineer to take the necessary remedial measures. Should the execution of the works continue to be unsatisfactory, the Consular Body, in the same way, may recommend the dismissal of the engineer as well as the selection and appointment of another in the manner set forth in Article II.

In case the Taotai and the Commissioner of Customs at Shanghai should not act upon these representations, the Consular Body may lay the matter before the representatives of the Powers interested.

Art. XII.—When the present articles have been discussed, agreed upon and signed, the regulations contained in paragraph B of Article XI, and in Annex 17 of the Protocol of 1901, shall be suspended, but, if China should fail to furnish annually sufficient funds, in accordance with this new convention, in such manner that the execution of the works should be thereby impeded, or, should she omit to conform to any other essential stipulation of the present arrangement, the original provisions of the Protocol of 1901 and of Annex 17 thereto, will immediately come again into force.

Peking, 27th September 1905.

A. VON MUMM (Chinese date).

A. VON ROSTHORN

E. DE GAIFFIER

MANUEL DE CARCER

W. W. ROCKHILL

G. DUBAIL

ERNEST SATOW

C. BAROLI

Y. UCHIDA

A. VON CITTERS

G. GOZAKOW

Signature of
Prince Ching.

Seal of the
Waiwupu.

Report.

THE NORTH CHINA INSURANCE CO., LD

REPORT

for presentation to the Second Ordinary General Meeting of Shareholders, to be held at the Office of the Company, No. 10, The Bund, Shanghai, on Tuesday, the 24th October, 1905, at 4 p.m.

The Directors beg to submit, for the information of Shareholders, the annexed duly audited Statement of the Company's Accounts to the 30th June, 1905.

1904.—The balance at credit of this account is Tls. 344,232.79, and after deducting an interim dividend of 7½ per cent., aggregating Tls. 29,032.26, paid on the 1st of May last, there remains a sum of Tls. 315,200.53, which the Directors recommend should be appropriated in the following manner:—

A Final Dividend of 7½ per cent on the Paid-up Capital.

A Bonus of 15 per cent upon Contributory Premiums.

Taels 100,000 to the credit of a Silver Reserve Fund.

Taels 50,000 to the credit of an "Exchange and Investment Fluctuation Account."

And the Balance to be transferred to Underwriting Reserve Account, closing the Account for 1904.

1905.—The Balance at credit of Working Account to the 30th of June amounts to Tls. 302,053.37.

RESERVE FUND.—Acting under the Powers conferred on them by the Articles of Association, the Directors decided to convert the Tls. 800,000, referred to in the last Report, into a permanent Sterling Reserve Fund, and it now appears in the Balance Sheet as £100,000.

DIRECTORS.—In accordance with the provisions of the Articles of Association the Directors all retire, but being eligible, offer themselves—with the exception of Mr. Matthews who is leaving for home—for re-election. Notices in writing of candidature for the seat vacated by Mr. Matthews will be received at the Head Office, up to the 16th of October.

AUDITORS.—The accounts have been audited by Messrs. Wingrove and Hayter, and they again tender their services to the shareholders.

By Order of the Court of Directors.

WM. GEO. BAYNE,
Secretary.

Shanghai, 9th October, 1905.

BALANCE SHEET—30th June, 1905.

	Dr.	Tls.
To Capital Account.		
10,000 shares at £5=		
£50,000.0.0 @ 2/7½		377,210.22
" Reserve Fund:		
Tls. 800,000 at 2/6=		
£100,000.0.0 @ 2/7½		754,420.43
" Working Account 1904:		
Amount brought forward from Tls.		
below 344,232.79		
Deduct—		
Interim Share Dividend ...	29,032.26	
		315,200.53
" Working Account 1905:		
Amount brought forward from below.....		302,053.37
" Underwriting Reserve Account.....		220,990.11
" Sundry Creditors		5,426.17
(Ex. 2/7½ per Tael) Tls.		1,975,300.83
By Cash on Current and Deposit Accounts in		
Shanghai		154,946.78
" Chinese Imperial Gold Loan of 1886 (E. Issue)		15,250.00
" S'hai Municipal Loans		100,561.00
" Shanghai Land Investment Co.'s 5 per cent Debentures		6,909.71
" Shanghai Land Investment Co.'s 6 per cent Debentures		69,742.33
" Shanghai Waterworks Co.'s 5 per cent Debentures		9,600.00
" Shanghai Waterworks Co.'s 6 per cent Debentures		20,000.00
" Shanghai and Hongkew Wharf Co.'s 6 per cent Debentures		10,217.32
" Shanghai Mutual Telephone Co., Limited.....		800.00
" Mortgages on Property in Shanghai		113,000.00

By Japanese Government 5 per cent Yen Loan of 1895	11,077.11
„ Japanese Government 4 per cent Sterling Loan of 1899	66,183.64
„ London Freehold Premises	288,997.19
„ London Branch — Balance, viz.: Cash at Bankers £5,604 6 7	
British Government Securities	29,407 16 6
Indian Government Securities	18,994 6 11
Colonial Government Securities	26,930 17 4
Chinese Government 5 per cent Loan of 1896	10,644 14 7
Chinese Imperial Railway 5 per cent Loan of 1899	4,790 0 0
English Railway Securities	5,228 16 1
Indian Railway Securities	18,659 16 0
Canadian Pacific Railway 5 per cent Mortgage Debentures	5,475 0 0
Furniture accounts— London & Manchester	216 4 0
Premia outstanding, Bills Receivable, Policy Stamps & Drafts in course of collection	7,107 16 6

£133,059 14 6

Less—Due to sundries 7,923 13 10

„ Balances at Branches ..	944,051.80
„ Furniture at Head Office and Branches	96,501.09
„ Sundry Debtors	1,980.86
	65,482.00

(Ex. 2/7½ per Tael) Tls. 1,975,300.83

WORKING ACCOUNT 1904.

30th June 1905.

Dr.	Tls.
To Net Premia	758,028.00
„ Interest	66,222.74
„ Transfer and Certificate Fees	82.00
	Tls. 824,332.74

Cr.	Tls.
By Charges and Commissions at Head Office, Branches and Agencies	160,497.70
„ Reconstruction Charges ..	8,431.73
„ Directors' and Auditors' Fees	4,900.00
„ Income Tax	9,275.90
„ Depreciation Furniture Account	178.04
„ Losses and Claims	277,494.61
„ Exchange Account	19,321.97
„ Balance carried forward ..	344,232.79
	Tls. 824,332.74

WORKING ACCOUNT,
30th June 1905.

Dr.	Tls.
To Net Premia	409,493.57
„ Interest	33,561.73
„ Transfer and Certificate Fees	45.00
„ Exchange Account	15,692.79
	Tls. 458,793.09

Cr.	Tls.
By Charges and Commissions at Head Office, Branches and Agencies	81,225.83
„ Directors' and Auditors' Fees	2,450.00
„ Income Tax	1,964.73
„ Losses and Claims	71,099.16
„ Balance carried forward ..	302,053.37
	Tls. 458,793.09

A. McLEOD,
W. H. POATE,
WILLIAM D. LITTLE, } Directors.

WM. GEO. BAYNE,
Secretary.

In accordance with the provisions of the Companies Act 1900, we certify that all our requirements as Auditors have been complied with, and we have to report to the Shareholders that, having examined the foregoing Statements of Accounts and Balance Sheet, they are, in our opinion, properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs as shown by the books of the Company.

GEO. R. WINGROVE, } Auditors.
H. W. G. HAYTER, }

Shanghai, 28th September, 1905.

Amusements.

SOCIÉTÉ
DRAMATIQUE
FRANÇAISE.37th Representation. L'Héroïque
Le Cardunois.

PERSONNAGES.

CANASSON	M. M. WAITER.
LE CARDUNOIS	PIPELET.
LUDOVIC	RIPOLIN.
JUSTIN	LABRUYERE.
PASTOUREL	COQ.
GUERINOT	LEO.
MULOT	NOËGI.
MADAME ROUSSIN	Mmes. DELAVALLÉE.
ELIANE	REINEUR.
CAROLINE	COQ.
ROSALIE	MARYALIS.

M. Le Cardunois is an adept in what one of Shakespeare's sham heroes described as "plausible invention," and, like

Parolles, he has more readiness of tongue than of courage. But he has one compensating virtue, inasmuch as all his freaks of pretended bravery have a good end in view, the winning of the esteem, if not the affection, of his young wife, Eliane, whose lively temperament has found more congenial the polished attentions of Ludovic than the substantial prosiness of her lawful mate. For Eliane, Le Cardunois is ready to go through fire and water, but not in the conventional sense. The fire from which, according to his own wordy explanation, he rescues a wife and three children, is a blaze of his own kindling in a hired fireplace, from which his dress garments are the only sufferers. The waters of the Seine, with which he has given himself out to be drenched, were poured over himself with suitable gentleness from a common ewer. And his valorous fights were never intended to amount to more than a boxing bout with his valet, whose good sense, educated by timely "considerations," ought to ensure a not too rigorous punishment. Needless to say it would not suit the author of the farce (M. Bisson) to let his hero down so lightly, and fate and his friends lead him into a very lively scrimmage indeed, as well as into a tangle of subterfuges and awkward predicaments, from which he is only saved by the discovery that his friends are as culpable humbugs as he is himself.

It would be difficult to imagine artistes other than French spinning out amusingly M. Bisson's idea, whimsical as it is, to the extent of three acts. As presented by the Société Dramatique Française on Saturday, before a house completely filled, except in the gallery, it was a success of phrasing and detailed by-play. The rollicking crises were unrestrainedly funny, but it was the sustained humour of the dialogue and the certainty with which the lines were made to tell that kept the audience all through on the tiptoe of expectancy for "something good," which rarely failed to come before the expectancy had died away. M. Pipelet as Le Cardunois, in a part after his own heart, not only played unflinchingly but inspired all on the stage with his own vivacity. He was indeed very adequately supported. M. Ripolin, whose chief reward for the thankless rôle of Ludovic was found in Eliane's smiles, was oppressed perhaps slightly with the necessity of keeping within limits, but it was on the whole a well-judged performance. M. Leo's Guérinot was a pertly conscientious bourgeois, whose single attempt to outdo Le Cardunois at his own pranks is, as might be expected, mildly ludicrous. M. Waiter gave us the vagabond Canasson with great richness of gesture, M. Coq's study of the commissaire, who is essential to every French farce, was hardly a caricature, which M. Noëgi's highly comical presentation of the equally inevitable *sergent de ville* certainly was. M. Labruyère made, as Justin the boxing man-servant, a great part out of a small one. There were four ladies in the cast. Reference has already been made to the charm and high spirits with which Madame Reineur invested the rôle of Eliane. Madame Coq was a more subdued Caroline, and Madame Maryalis an attractive maid servant. The honours were, however, carried off by Madame Delavallée, who has given us a fresh and more delightful conception of the "official mother-in-law."

It remains to add that the smooth and even running of the play was ensured by the stage management of Mr. Pipelet, that the settings, which were hardly up

to the Society's standard, were arranged with the aid of furniture kindly lent by Messrs. Kuhn and Komor; and that the full town band under Signor Valenza filled up the intervals with bright music.

SPORT.

Cricket.

S. C. C. v. S. R. C.

This, the fourth match this year between these Clubs, was played on Saturday on the Recreation Ground. The visitors won the toss and went in to bat, and made 120 for nine wickets, V. H. Lanning being absent. The S. R. C. responded with 106, Guilfoyle hitting out well for 38. The Club went in a second time and hit up 55 for nine wickets when the game was concluded.

Following are the scores and analysis:—

S. C. C. 1st INNINGS.

L. Walker, st. Kingsmill, b. Connelly	19
F. W. Potter, c. Veitch, b. Connelly	9
G. M. Billings, b. Connelly	41
A. E. Lanning, b. Turnbull	3
W. H. Moule, c. Guilfoyle, b. Connelly	13
P. Peebles, b. Connelly	1
J. T. Tyack, b. Turnbull	15
J. Scotson, run out	4
J. Duncan, c. Guilfoyle, b. Connelly	0
C. C. F. Cunningham, not out	0
V. H. Lanning (absent)	—
Extras	15

Total (for 9 wickets)...120

BOWLING ANALYSIS.

	O.	M.	R.	W.
Guilfoyle	6	1	23	0
Connelly	17	4	46	6
Turnbull	13	2	36	2

S. R. C.

T. Veitch, c. Tyack, b. Billings	11
T. Wallace, c. Cunningham, b. Potter	24
H. B. Ollerdesen, b. Potter	7
W. J. Turnbull, b. Potter	1
V. J. Connelly, b. V. H. Lanning	7
H. Veitch, b. V. H. Lanning	0
T. Kingsmill, c. Duncan, b. Potter	0
F. Guilfoyle, b. V. H. Lanning	38
A. J. Waller, b. Billings	2
W. E. Wilson, not out	6
S. M. Wallace, c. V. H. Lanning, b. Billings	6
Extras	4

Total 106

BOWLING ANALYSIS.

	O.	M.	R.	W.
Billings	9.5	3	26	3
Potter	13	2	65	4
V. H. Lanning	7	2	11	3

S. C. C. 2ND INNINGS.

J. T. Tyack, c. T. Veitch, b. Turnbull	4
C. C. F. Cunningham, b. Connelly	5
V. H. Lanning, run out	1
L. Walker, c. Guilfoyle, b. Turnbull	6
A. E. Lanning, absent	0
W. H. Moule, h.w., b. Connelly	9
G. M. Billings, c. and b. Turnbull	22
P. Peebles, b. Connelly	5
J. Duncan, b. Turnbull	1
J. Scotson, not out	0
F. W. Potter, c. Ollerdesen b. Turnbull	0
Extras	2

Total (for 9 wickets)... 55

BOWLING ANALYSIS.

	O.	M.	R.	W.
Turnbull	5.4	0	31	5
Connelly	5	0	22	3

S. R. C. v. P. & O. S. CHUSAN.

This match was played on the Police Ground on Saturday afternoon, the "Chusan" winning easily. Scores:—

S. R. C.

E. Prince, b. Good	1
G. H. Ackerman, b. Harvey	12
A. Youngson, b. Harvey	0
J. S. Watson, c. and b. Good	1
G. Perfect, c. and b. Good	1
B. Ollerdesen, b. Good	1
J. Bell, run out	0
J. J. Ellis, b. Harvey	1
Chas. Watson, b. Good	0
E. J. Simons, not out	0
E. Mellows, run out	1
Extras	0

Total... 18

P. & O. S. S. CHUSAN.

Dowd, b. Prince	2
Peake, b. Prince	9
Good, b. Bell	39
Bruce, b. Prince	2
Budd, b. Perfect	2
McBride, b. Bell	3
Cartwright, c. Ackerman, b. Bell	2
Harvey, c. and b. Bell	7
King, run out	4
Read, not out	0
Philips, b. Bell	7
Extras	7

Total 84

LIGHT HORSE v. PARSEES.

The Light Horse completed their season on Saturday by a match with the Parsees, played on the Recreation Ground. The Light Horse won by 68 runs. Scores:—

PARSEES.

S. B. Talati, b. Lambe	15
P. Sorabshaw, b. do	2
B. M. Batki, b. Beswick	4
B. C. Sethna, b. Lambe	0
D. Vatcha, c. Little b. Beswick	2
D. J. Doctor, b. Lambe	0
M. H. Balsara, b. do	0
J. H. Gotlaseth, b. Beswick	19
P. B. Shroff, b. do	4
F. B. Dastur, not out	0
H. A. Frane, b. Beswick	0
Extras	1

Total 47

Beswick took 5 wickets for 25, and Lambe 5 for 21.

LIGHT HORSE. 1ST INNINGS.

P. Lambe, b. Vatcha	20
R. C. Macdonald, b. Sethna	17
C. W. Beswick, b. Doctor	4
J. Brand, b. Batki	40
A. M. Maclean, b. Talati	10
R. M. Dagleish, b. v. b. Batki	6
H. M. Little, b. Sorabshaw	0
C. J. Hill, b. Batki	1
H. Stapleton, b. Doctor	5
H. Quelch, c. and b. Batki	0
P. H. Roberts, not out	4
Extras	8

Total.....115

Batki took four wickets for 19, Doctor 2 for 36, four other players taking one each.

Shooting.

S. V. C. ANNUAL RIFLE MEETING, 1905.

The scores and lists of prize winners previously published tally with the official list, and in addition, we are now able to publish the following:—

THE CONSOLATION AGGREGATE:—

1.—Private Watson	359
2.—Private McDowell	350
3.—Sergeant Kawanami	347
4.—Gunner Richards	339
5.—Sergeant Garner	338
6.—Private Sharples	334
7.—Lee-Corpl. Raeburn	320

THE GRIFFINS' AGGREGATE:—

1.—Corporal Tachikawa	319
2.—Private Mace	302
3.—Lieut. Massey	301
4.—Private Wheen	296
5.—Trumpeter Mitchell	290
6.—Private Todoroki	281
7.—Private Indo	273
8.—Pri. Christopherson	270

THE SHORROCK CUP.

We append herewith full details of the Shorrock Cup Competition, which will take place on Sunday next. A great deal of hard work has been put in by the competing teams, and the result is looked forward to with keen anticipation.

START at the junction of the Jessfield, Robison, and Brennan Roads and march via the Jessfield, Sinza, Avenue, Carter, Bubbling Well, Nanking, and North Szechuen Roads to a point, near the rifle range which will be marked by a red flag.

PACE.—No doubling is permitted throughout the march.

PROCEDURE DURING FIRING.—On arriving at the firing point, i.e., the above-mentioned red flag, each team leader will extend his men and advance up the range, the pace during this advance to be entirely at the discretion of the team leader. The targets will appear ten times, each man must fire once at each appearance of the targets or forfeit a round. Should any man fire twice at the same target four points will be deducted from the final score of the team. As soon as the targets disappear the team leader will give the command "Unload, Advance." The men must wait for this command before advancing. Loading is to be from the bandoliers; magazines are not to be used; rifles must not be carried loaded.

TARGETS.—"Kneeling man" up to about 500 yards, targets will appear for 15 seconds. "Head and Shoulders" from 500 yards on, targets will appear for 10 seconds.

SCORING.—"Kneeling man":—

Hit on the figure 4 points.
Hit on the canvas not on the figure but within a limit of 6 ft. by 4 ft.
(1) On the lower half 2 points
(2) On the upper half 1 point
"Head and Shoulders":—

Hit on the figure 3 points
Hit on the canvas (not on the figure) 1 point
For marching and general turn out a maximum of 12 points.

TIME.—Teams will start at intervals of twenty minutes. One hour and forty-five minutes will be allowed to each team for the whole competition. Any team not having completed its firing within the time limit must cease fire and clear the range for the following team.

ORDER OF STARTING.—Teams have been drawn in the following order:—

Japanese Right ½ Company	9.40 a.m.
Maxim Company	10.00 a.m.
Artillery Left ½ Battery	10.20 a.m.
German Right ½ Co.	10.40 a.m.
"B" Left ½ Co.	11.00 a.m.
German Left ½ Co.	11.20 a.m.
"A" Right ½ Co.	11.40 a.m.

"B" Right ½ Co.	12.00 noon.
Customs Right ½ Co. ...	12.20 p.m.
Light House	12.40 p.m.
Artillery Right ½ Battery	1.00 p.m.
"A" Left ½ Co.	1.20 p.m.
Customs Left ½ Co.	1.40 p.m.

The time of each team will be taken from the advertised time. Any man not starting with the rest of the team forfeits his right to compete.

An officer or N.-C.-O. will be detailed to accompany each team and will be responsible that the regulations governing the competition are observed.

Captain Collyer and Lieut. Crossley will be in charge of the starting arrangements. The Commandant will umpire at the Firing Point.

M. WATSON, Lt.-Col.
Commandant S. V. C.

Saturday's Yacht Race.

CLASS "B" AND "SWALLOWS."

The course was down river, round a mark-boat off the Point, and back to the starting line. Red Tape, Wee Wynn, Fifi, and Swallow F (Dogfish) crossed the line at 2.15 in the above order. Scarlet Clown (E) did not start from the line. There was at first hardly any wind, but after a few minutes a breeze sprang up from the south-east with such suddenness that most of the boats were laid on their beam-ends. Red Tape, well to windward, got a good lead from the first. Wee Wynn was rather left at the start, but came up with Scarlet Clown and Dogfish later. When off the Waterworks the latter unfortunately capsized, delaying Wee Wynn, which went to her assistance, for some minutes. This was a pity as Wee Wynn was going well and pretty certain of winning the handicap from Red Tape, which gives her fifteen minutes. The order of rounding the mark-boat was Red Tape (3.24 p.m.), Wee Wynn, Scarlet Clown, and Fifi. It was then a run home against the last of the ebb.

Finishing times were:—

	h.	m.	s.	Elapsed.
Red Tape.....	4	28	45	2 13 45
Wee Wynn.....	4	45	15	2 30 15
Fifi	5	15	05	3 00 05
Scarlet Clown.	4	57	00	2 42 00

It will probably be no race for "B" Class as well as Swallows, as Wee Wynn had every chance of winning the handicap from Red Tape, until the upset occurred.

Continued page 86.

Correspondence.

CHINA AND THE ANGLO-JAPANESE ALLIANCE.

To the Editor of the

"NORTH-CHINA DAILY NEWS."

SIR,—Mr. Little's letter in this morning's issue of your valuable paper, gives forcible utterance to an important matter. It is to be hoped sufficient support will be given to move the various Associations to some action.

The Chinese must surely know the attitude of Britain in her relations with China has always been unimpeachably honourable. Now, we have gone one step further and openly declare that, with the assistance of Japan, we will maintain the integrity of China.

Yet, in spite of all this, it is a significant fact that the Chinese place every obstacle

they can in the way of British enterprise, particularly in the mining line.

We have one instance strikingly before us. Some time ago Sir John Lister Kaye obtained a mining concession in the Anhui district. Now, it is reported the Chinese Government are trying to cancel it on the grounds that operations were not commenced in proper time—within a year of granting the concession.

First of all the Chinese authorities seem oblivious to the immense difficulty of anyone starting such a big undertaking in so short a time. There is the capital to be subscribed, machinery and men to be sent out, etc. But it is said the Chinese are themselves to blame for the delay, for the authorities at Anhui put various obstacles in the way of Sir John Lister Kaye's representative.

There can be no question that, if the Chinese Government succeed in rescinding the mining agreement, it will be a serious menace to British prestige out here. The occasion demands vigorous action on the part of our Minister at Peking. It is about time that official chicanery in China was put a stop to.

Have the Chinese Government no moral obligations? It seems that their sense of gratitude is sadly lacking.

I am, etc.,

SCRUTATOR.

6th October.

To the Editor of the

"NORTH-CHINA DAILY NEWS."

SIR,—Mr. E. S. Little and "Scrutator" deserve credit for pegging away at the lack of quid pro quo in the relations between China and Great Britain, but while the Foreign Office remains convinced that "all is well," the bleating of the China, or any kindred, Association will continue to be a wail from the wilderness for all the effect it is likely to produce; only when our countrymen at home discover where China is, and what our interests are as compared with what they could be, will pressure be brought to bear that will nullify the successful obstinacy of the Chinese Government.

Your correspondents have plenty of time left them for pegging away.

I am, etc.,

A. B. C.

7th October.

THE PROPOSED CHESS CLUB.

To the Editor of the

"NORTH-CHINA DAILY NEWS."

SIR,—With reference to my recent letter suggesting the forming of an International Chess Club in Shanghai, I have received twenty replies, so far, from gentlemen who favour the proposal and are willing to give it their support.

I hardly think that it would be wise to call a meeting just at present, as although twenty members would form a good nucleus, they would not be sufficient to ensure the permanent success of a Club, as the subscription could hardly be more than \$10 Mex. per annum, and would probably have to be less.

Under these circumstances I propose to appeal again through your columns for the names of chess players, and directly I can get fifty names I think we shall be able to go ahead and consider the formation of a Club with some reasonable chance of carrying it on successfully. That seems a safer way than to risk its fizzling out through lack of support.

I would here like to acknowledge the replies I have so far received and am much obliged for the support offered, and also wish to say that "Yes" is the reply to the questions asked.

Trusting that this will meet with their approval and that other gentlemen interested in the game will be good enough to address me, care of the Shanghai Club,

I am, etc.,

W. B. LOCKHART.

6th October.

ARE OUR STREETS TOO NARROW?

To the Editor of the

"NORTH-CHINA DAILY NEWS."

SIR,—Most people will undoubtedly say yes; and yet if one takes the trouble to watch the traffic in our foreign-frequented roads, it will be seen how much may be done to render our roads ample for all purposes, by an efficient control of vehicles with their varying speeds. With the sole exception of the Nanking road, there is no control whatever, for wheelbarrows, handcarts, and empty rickshas pursue their own sweet way, unchecked, and usually in the middle of the road, with the result that an over-taking trap or carriage is blocked until the obstructive barrow or cart is moved to the kerb. A handcart with its attendant six coolies takes up as much room as two carriages, yet it never occurs to the police to compel the former to keep to the kerb, and leave the centre free for faster vehicles. If this were the rule, and became an enforced rule, there would be no obstruction at all; unfortunately our police are either not instructed, or neglect their duties in this respect. It is a common thing to see a wheelbarrow loaded up with poles or wood, the figure of a large "A," taking up quite three-fourths of the road, blocking it to that extent, and increasing the difficulty of traffic in both directions. No wonder the cry is ever for increasing width, but let the police regulate the traffic by compelling the slow-moving vehicles to keep to the kerb, the roads will then be found wide enough, and the enormous expenditure by the Municipal Council in acquiring land will be largely obviated.

I am etc.,

PRO BONO PUBLICO.

6th October.

THE EXCLUSION GRIEVANCE.

To the Editor of the

"NORTH-CHINA DAILY NEWS."

SIR,—As an aid to the public for the proper understanding of the Chinese exclusion laws in America, and in view of the present boycott, I beg to enclose herewith a copy of a letter which I have received from an English lady and which I ask you to kindly insert in your columns. The spreading of disease by doctors as described in her letter is cruel and criminal. I have not the pleasure of knowing the writer, but I feel sure that she was prompted to write from a sense of justice and disinterestedness. Hence every word is worthy of belief. The laws of America, I know, cannot be changed without the sanction of Congress, but the harsh regulations drawn up and enforced by the Department of Commerce and Labour ought to be modified, and, above all, the sheds on the wharf in San Francisco,

which are nothing less than prisons to Chinese immigrants, should at once be abolished. Thanking you in advance for inserting the enclosed letter, and enclosing my card,

I am, etc.,

SINENSIS.

P. S. I omit the name of the writer as I do not want to expose her to notoriety. Peking, 2nd October, 1905.

EXTRACT FROM LETTER ENCLOSED.

DEAR SIR,—I have been a good many years engaged in teaching English to Chinese, the last six years in Yaumati, opposite Hongkong. I left on a visit to my home on the 14th of May, and as all the years, now about eighteen, I have been among Chinese I have had my whole being so roused and indignant at the way they are treated in San Francisco and Hongkong by Americans, I thought I would write and tell you something perhaps you did not know before.

In the first place, this examination of the eyes is a regular farce. It is all to extort money. I was to bring a Chinese lady, the wife of a dentist, to San Francisco. I waited for three vessels, could not go because of her eyes, and she has not gone yet. Because I am known to the Consuls in Hongkong, having often taken Chinese there, and because I am British, I had my eyes examined on the Doric before she sailed. The doctor never washed his hands or the glass cylinder with which he turned the eyelids over and he had examined ninety Chinese and Japanese. Now he did this right along. The consequence was that many "developed" the disease before we reached San Francisco. One bright little boy of twelve who was coming alone had no disease till we were two days out from Honolulu. This boy is the son of a merchant in San Francisco. I went to see the father several times. I found the child was detained in the filthy sheds on the wharf. His certificate was all right. His father offered to get the best eye-doctor in San Francisco but was not allowed. I saw the poor man the day before the Doric sailed and he was nearly frantic. The poor little lad was sent back alone to China, and his father was allowed to see him for half an hour.

Almost all who come have to deposit their return fares with the steamship company, so it pays them to send them back. I was asked to go to the Chinese Bureau and tell what I saw done and what was done to myself; and Mr. Meehair told me he was very sorry about that little boy and I distinctly told him the doctor goes about spreading the disease. It makes my blood boil to see the way the Chinese are treated and talked of in San Francisco.

506 Church Street, Toronto.

14th August, 1905.

* * We insert this letter merely as an account of abuses, which the American Government has practically decided must be abolished with all speed.—Ed.

THE WALKING MATCH.

To the Editor of the

"NORTH-CHINA DAILY NEWS."

SIR,—Allow me through your valuable paper to make a suggestion to the Committee of the International Walking Match. As nothing has yet been said as to the manner in which the teams are to be judged at the finish, I presume last year's method will be followed.

May I take the liberty to suggest that the following rule be carried, as adopted

by many of the Continental Sporting Clubs, e.g. "By the time and not by points."

The following figures taken from last year's match will give you an idea of the fairness of this system:

ENGLISH TEAM.

Order of arrival.	Time employed.
6th	3 h. 9 m.
9th	3 h. 19 m.
10th	3 h. 22½ m.
15th	3 h. 27 m.

Total Points 40 13 h. 17½ m.

FRENCH TEAM.

Order of arrival.	Time employed.
1st	3 h. 2 m.
2nd	3 h. 2½ m.
4th	3 h. 5½ m.
34th	3 h. 55 m.

Total Points 41 13 h. 5½ m.

which shows that the English team was awarded the first prize "by points" but actually employed 12½ minutes more than the French, and had the "time system" been used the latter team would easily have earned the first prize.

I am, etc.,

L. A. CLERICI.

10th October.

* * In walking races in England the method adopted has been for the team which gets its men home first to win, regardless of time, while usually there is no question of points, not even for penalties, as a man is stopped after breaking rules three times.—Ed.

THE HA'PORTH OF TAR.

To the Editor of the

"NORTH-CHINA DAILY NEWS."

SIR,—Would you kindly allow me space in your valuable paper to call the attention of the public to what I think a very important matter.

It is a common practice with some bottlers in Shanghai to use old corks for bottling wine and other drinks, and especially is this the case with milk. It is unnecessary to dilate upon the harm caused by the use of such corks over and over again, perhaps after having been picked up by peddlers, and sometimes out of the garbage. The holes pierced by corkscrews and those natural to the cork get filled with dust and dirt, which cannot be easily detected in the milk.

A new cork for a milk bottle does not cost over one cash, and as milk is sold at from 12 to 20 cents per bottle the economy is ridiculous, while the injury is serious.

I would suggest that the Health Department, which takes so much pains to see that milk is not adulterated, should also take this matter in hand, and that housekeepers should refuse milk bottled with old and dirty corks.

I am, etc.,

X.

10th October.

Miscellaneous.

IMPERIAL DECREES.

BY TELEGRAPH FROM PEKING.
SPECIALLY TRANSLATED FOR THE "NORTH-CHINA DAILY NEWS."

7th October.

(1) Decree in response to Li Ching-hsi, governor of Kuangsi province, cashiering some and degrading others

amongst a large number of denounced officials of that province.

(2) Decree stating that on the 1st of the 10th moon (28th October) his Majesty the Emperor will personally sacrifice at the Imperial Ancestral Hall. The Imperial clansmen Tsai Kung, Tê Shou and Ying Chün are commanded to sacrifice before the rear and two side altars, respectively, on the same occasion.

(3) Decree by the Emperor in obedience to the Empress Dowager's commands stating that on the 10th day of the 10th moon (6th November), the seventy-first anniversary of her Imperial Majesty's birth, there will be no banquets given that day; that her Majesty will receive on that day the congratulatory obeisances of the Emperor and the Court in the Huang-chi (Supreme Imperialism) Throne-hall, and that the Imperial princesses and wives of princes, nobles and high ministers of state residing outside the Imperial Palaces are expected to present themselves at Court on that day to pay their obeisances also according to etiquette.

An Outcome of the Bomb Outrage.

(4) Decree commanding the immediate establishment of a Ministry of Public Safety in Peking which shall control the Departments of Public Safety in all the provinces; the Viceroy and Governors of such as have not yet established such an institution within their respective jurisdiction are commanded to do so without further delay. Hsu Shih-ch'ang, Acting Senior Vice-President of the Board of War (one of the five high commissioners going abroad), is appointed President of the new ministry (Hsünchingpu); Yü Lang, a Sub-Chancellor of the Grand Secretariat, is promoted to the post of Senior Vice-President of the said Ministry; and an expectant Taotai of Chihli province, named Chao Ping-chün, is given the rank of a Metropolitan official of the third grade and appointed Acting Junior Vice-President. The new Ministry shall also control the Department of public safety and public works inside and outside the city walls of Peking. The new ministers are exhorted to use their best efforts in their new duties in order to deserve the Imperial confidence placed in them, and are to report from time to time and obtain the Imperial sanction to anything that may be needed to ensure the proper and effective working of the new Ministry.

9th October.

(1) The Grand Councillors, Hsu Shih-ch'ang and Tieh Liang are, by act of special Imperial grace, permitted to ride on horseback within the precincts of the Hsiyuan-gate. Tieh Liang is, moreover, further permitted to ride on horseback within the precincts of the Imperial City ("Forbidden" City) also.

(2) Tsên Ch'un-ming, substantive Provincial Judge of Hupeh, is appointed Acting Governor of Kueichow province, vice Lin Shao-nien, transferred to the Governorship of Kuangsi province. Tsêng Yun is appointed Acting Provincial Judge of Hupeh vice Tsên Ch'un-ming promoted as above.

Note:—Tsên Ch'un-ming, the newly appointed Acting Governor of Kueichow province, is a brother of Tsên Ch'un-hsuen, Acting Viceroy of the Two Kuang provinces.—Translator.

(3) Shou Hsun is appointed Acting Senior Vice-President of the Board of War, vice Hsu Shih-ch'ang, promoted to be President of the Ministry of Public Safety (Hsünchingpu).

(4) Lin Shao-nien, Governor of Kueichow province, is transferred to the Governorship of Kuangsi province, vice

Li Ching-hsi permitted to retire owing to continued ill-health.

Note:—Li Ching-hsi, the retiring Governor of Kuangsi, is a nephew of the late Viceroy Li Hung-chang, and was recently denounced by Viceroy Tsên Ch'un-hsuen as a lazy, good-for-nothing man who dawdled and frittered away valuable time in the midst of his harem and took no interest in the important duties of his high office. When their Imperial Majesties received this denunciatory memorial, although they pigeon-holed the documents and did not allow it to be published in the "Peking Gazette," they evidently bore the matter in mind, as may be seen from the foregoing and the Imperial decree following below. On learning that he had been severely denounced by his superior officer and colleague at Canton, Li Ching-hsi telegraphed to their Majesties that his health was suffering from the climate of Kuangsi and asked permission to retire or be allowed a sick leave. The latter was granted him. On the other hand, Li Ching-hsi's successor at Kueilin (the Capital of Kuangsi province), Liu Shao-nien, is a nominee of the former's enemy, Viceroy Tsên Ch'un-hsuen, and was strongly recommended to the Throne by the latter.—Translator.

(5) We have received a memorial from Li Ching-hsi, Governor of Kuangsi province, stating that although his sick leave is about to expire he finds no improvement in his health and therefore prays for permission to resign his post. We hereby grant Li Ching-hsi's prayer.

10th October.

Bad news for Chekiang Officials.

We have received the report of Ts'ung Shan, Tartar General of Foochow and Acting Viceroy of the Min-Chê provinces, concerning his investigations into a number of charges against the Governor, Provincial Treasurer and other officials of Chêkiang, made the other day by the Censor Yao Shu. The memorialist states that although there are no substantial proofs of avaricious conduct against Nieh Chih-kuei, Governor of Chêkiang, and Wêng Tsêng-kuei, Provincial Treasurer of same, they have shown by their subsequent conduct utter indifference to the charges made against them, which in the case of high provincial officials like themselves is most reprehensible. They have also shown no interest in prosecuting schemes of reform in educational and government policies, inasmuch that they are severely criticised by the gentry and literate of the province. Furthermore, Wêng Tsêng-kuei has shown a lamentable incapability of differentiating between good and bad officials and also a habit of trying to "smooth over" matters brought to his attention by his subordinates. We hereby command Nieh Chih-kuei, Governor, of Chêkiang, and Wêng Tsêng-kuei, Provincial Treasurer of same, to resign their posts, for various unpardonable misdemeanours. We further command that the Expectant Taotai, Chu Ch'ou; the expectant prefects Wên Ching and Wu Yuan-chih; the district magistrate Ch'en Kuo-shu, and the expectant Major, Wu Chia-chen, be forthwith cashiered and dismissed for ever from the public service. The two expectant sub-prefects Ch'en Tsu-yin and Hsü Chen-kan are ordered to be degraded to the rank of assistant magistrates of the 7th and 8th grades, and the two secretaries of the Governor's and Treasurer's staff, namely, Hsu Tsai-chen and Fei K'un, who have been found guilty of

currying for favours, and who, moreover, possess unsavoury reputations, are ordered to be at once driven out of Hangchow and are not to be allowed to linger in that city. There being extenuating circumstances in regard to the rest of the officials accused, they are hereby excused.

NOTES ON NATIVE AFFAIRS.

7th October.

The Remains

of the late Admiral Yeh, I.C.N., Substantive Commander-in-Chief of the Naval forces of Kuangtung province, Chief-in-Command of the combined Nanyang and Peiyang squadrons and, at the time of his death in July last, Director-in-Chief of the Kiangnan Dock, will be removed from the Kiangnan Arsenal to Kinleeyuen Wharf for embarkment to Foochow on Monday. We understand that the funeral cortege will leave the Arsenal at 9 a.m. and on getting to the Hunan Guild, near the St. Catherine Bridge at the junction of the French Sicauei Road, about 10 o'clock, will rest for a while at the Guild in order to enable foreign friends to join the cortege.

A Protest Against Encroachments.

Natives of Shanghai holding office in Peking, such as Wang Ch'ing-p'ing, First-class Secretary of the Board of Rites, Chu Shou-p'eng, Member of the Haulin Academy and Wang Tsung-yi and Sieh Yung-hsing, Secretaries of the Grand Secretariat, have lately petitioned the Waiwupu protesting against the action of the Municipalities of the International and French Settlements of Shanghai in extending road construction into non-treaty districts in spite of the protests of the Chinese authorities concerned. The petitioners, while declaring that acts like this are in contravention of the treaties made between China and foreign countries, maintain they are at the same time, distinct encroachments on the prerogatives of Chinese sovereignty. The petitioners, therefore, pray their Excellencies of the Waiwupu to back up their protest before the Ministers of Great Britain and France, who are requested to grant justice by preventing further encroachments into non-treaty districts by the municipalities named. A petition on the same subject has also been sent to Viceroy Chou Fu, at Nanking, asking his Excellency to instruct the Shanghai Taotai strenuously to oppose further road extensions into Tsingp'u district and beyond Sicauei—the directions complained of by the petitioners at Peking.

H.E. Wang Ta-hsieh,

Chinese Minister-designate to the Court of St. James's, is expected to arrive here from Peking en route for his new post at the end of this month and to leave Shanghai for Europe about the middle of November next.

The Chinese Ministership at Washington.

Although there have been quite a number of reports in the native Press lately as to who is to be the next Chinese Minister to the United States, Spain, and Peru, vice Sir Chên-tung Liang Ch'êng, K.C.M.G., it must be remembered that the latter official's term has a year to run, and that all talk as to his Excellency's possible successor is premature. We ourselves, have reason to believe that his Excellency will be reappointed for a second term.

The Shanghai-Nanking Railway.

The "Shên-pao" learns that in response to petitions signed by a number of the gentry and notables of this province of Kiangsu, addressed to the Throne, Viceroy Yuan Shih-k'ai and Chou Fu, and Governor Lu of Soochow, an Imperial Rescript has been issued to Viceroy Chou Fu, of Nanking, and Governor Lu, of Soochow, commanding them to devise ways and means of buying back the railway from the British Concessionaires.

9th October.

The Proposed Tientsin-Chinkiang Railway,

the construction of which a foreign syndicate is reported to be trying to get from the Peking authorities, has brought forth, it is stated, a strong protest from a number of the gentry and notables of Kiangsu province, who demand the privilege of building the line themselves, on the principle that railways that are built in any province should be worked and owned by the people of the province itself, provided always the Imperial Government itself does not take up the matter in hand of its own accord. It appears now that, as the proposed line is one that will pass through three provinces, that is to say, Chihli, Shantung and this province of Kiangsu, students belonging to these three provinces now studying in Japan have joined together in addressing an open letter to the "Fu-lao," i.e., fathers and elders (patres conscripti) of their three native provinces, calling upon them to stand firm and united in fighting for the rights of, first, their native country and, next, of their respective native provinces. Under the circumstances it is easy to perceive that the principle under which the Chinese are now working is that all railways in the Chinese Empire must be built and controlled by the Chinese themselves. There are, however, some who think that the status in quo of any railway ought to be recognised and, if nothing untoward occur, the agreement binding the Chinese and foreigners working such line, be permitted to run its course until the agreement in question ceases and determines of itself, while only those railways that have been merely projected should be fought for and made to belong to Chinese alone. Were Chinese to try to obtain the control of all lines that have taken foreigners such infinite trouble and hardship to construct it would not only be ungrateful and dishonourable but would prevent foreign capital from entering the country. And foreign capital is still needed in China.

10th October.

The Shanghai-Nanking Railway.

A Nanking letter states that after a short correspondence between Viceroy Chou Fu and Governor Lu Yuan-ting, these two officials have sent up a joint memorial to the Throne in reply to the Imperial Rescript ordering them to devise means for the repurchase by China of the British concession to build the Shanghai-Nanking Railway. Their recommendations are at present unknown. One thing, however, seems certain. In view of the scarcity of ready cash and certain binding clauses of the agreement with the foreign concessionaires, Viceroy Chou Fu is personally opposed to the agitation against the constructors of the Shanghai-Nanking Railway, who are accused of getting an unnecessarily large loan and of reckless use of the funds in their work of construction.

A Special Mining Commissioner for Chihli Province.

A Tientsin dispatch states that Viceroy Yuan Shih-kai has appointed an expectant Taotai of Chihli, named Chang Chên-fang, to be Chief Commissioner of Mines in that province, in which no mines can be in the future opened without the consent of the Commissioner. It may also be stated that the gentry, notables, and merchants of Anhui province have elected Li Ching-fang, Deputy Assistant Director-General of Southern Railways, to be Commissioner of Mines for their province, while the people of Shantung province have also elected a fellow-provincial to perform the same office for their province.

11th October.

A Belated Imperial Rescript.

The following Imperial Rescript was issued on the 31st ultimo in connection with the bomb outrage at the Machiapu railway terminus of the week before:—

"That, even within the important precincts of the Imperial residence, desperadoes should be found to explode bombs in a railway carriage and attempt murderous acts, leads us to believe that there must be some other conspirators inside the walls of Peking whose object is to work secretly against the welfare of the Government. An efficient Police organisation is therefore a matter of the first importance and our Ministers and their subordinates concerned must work diligently and earnestly to carry out our wishes in the matter, in order that secret conspiracies may be crushed and the hearts of our people be quieted. We therefore, impose upon Na Tung, Shou Hsueh and Chang Jen-fu this duty, and they are to divide the Capital into sections, so that secret search and enquiries may be systematically made to provide against future disturbances, and in order that the conspirators may be captured. In this manner the evil-minded will not be able to find even standing ground for themselves inside Peking."

Captures made at Tientsin.

It appears that the members of the Tientsin gendarmerie, on receipt of the photograph of the dead man who had been found in the car when the bomb explosion occurred on the 24th ultimo, thought they recognised in it a man named Chia Ch'ung-hsiang. Following certain clues the gendarmes of Tientsin and Peking managed to arrest a number of the man's friends in the vicinity of the Southern Hunting Park. As a result of further enquiries it was found that the man, Chia Ch'ung-hsiang, was still alive and that although he and his band had nothing to do with the bomb outrage, they belonged to a secret society called the Fêngtien Paowei Hui, or "Society for the Protection of Lower Manchuria." Shortly afterwards Chia Ch'ung-hsiang himself was arrested and he and the captured members of his Society are to be dealt with according to the law provided for secret societies of supposed revolutionary tendencies. The name of the man found in the railway carriage who, without doubt was the perpetrator of the outrage, is therefore still a mystery.

Clearing out Mounted Bandits.

The local mandarins have received news from Ch'ao-yang, North-eastern Chihli province, to the effect that General Ma Yü-k'un, Commander-in-Chief of the land forces of Chihli province, has, in conjunction with the foreign-modelled

troops of Jêho territory gained on the 6th instant an important victory over a large band of well-armed and well-mounted bandits at a place called Mant'oukou, a strongly-walled township which the bandits had been making their stronghold since 1900. The place was captured after a fierce fight and considerable quantities of arms, ammunition, and food supplies were taken. The bandits following Russian tactics tried to burn down their stronghold and stores, but were prevented by the promptness of the troops. The bandits lost nearly one-half of their number and the rest have scattered. The troops are pursuing.

Expected Arrival of two High Commissioners.

We understand that their Excellencies Tuan Fang and Tai Hung-tze are to leave Peking for Shanghai to-day or to-morrow en route for Europe and may be expected to arrive here from Tientsin on or about the 15th instant. It is stated that the scholars of the various educational institutions here will march to Kinleeyuen wharf to welcome their Excellencies, the students of St. John's College and the Anglo-Chinese College being also amongst the number.

12th October.

A Special High Commissioner of Railways.

It is reported in local mandarin circles that the Throne has sanctioned a suggestion made by H. E. Shêng Kung-pao to appoint a high official to the post of High Commissioner of Railways, under whom there shall also be a Head Audit and and Railway Estimates Department for the whole Empire. The name of the new appointee has not yet been made public.

Peking Police Impounded.

A dispatch from Peking states that on the 6th instant a roll call of the troops, under the Governor of Peking, and those belonging to the territorial regiments of the City of Peking (who are supposed to have police duties), was made within the great parade ground of the Peking Gendarmerie. The roll call was presided over by H. E. Na Tung who, besides his other high offices, is also Commandant of the Peking Gendarmerie, and H. E. Li Shêng-to, the Governor of Peking. The number of men who responded to their names was something over 4,600, and each man after answering to his name was ordered to go into an inner walled enclosure, near the Gendarmerie barracks. Here, without any reason being given, the men were confined in the midst of great terror and trembling, and although two days have gone by none of them has yet been released.

COLLISION AT WOOSUNG.

A collision occurred about half past seven on Sunday morning on the river about a mile above Black Point between the C. N. S. Tamsui and the C. M. S. Anping both vessels being outward bound. As the overtaking ship, the Anping attempted to pass the Tamsui on the starboard side, but altering her helm before she was clear, the anchors of the Tamsui fouled the davit stanchions of the other vessel, smashed the steam pipe for the winches and her cargo ports, besides damaging the accommodation ladder. Locked together the two vessels drifted toward the Shanghai shore, the Anping even-

tually taking the ground whilst the Tamsui, reversing her engines managed to get clear and into deep water again.

The Tamsui sustained damage to her bulwarks and has two holes in one of her plates on the starboard side. She put back to Shanghai for temporary repairs, whilst the Anping after getting off proceeded on her journey.

FIRES.

A fire occurred on the premises of the Yangtze Wharf and Godown Co., Ltd. on Saturday evening when about a thousand cases of alcohol were destroyed, but fortunately little damage to adjoining property was sustained. On the outbreak being discovered assistance in the shape of men with a fire engine and hose was kindly sent by Mr. Frischling of the Chinese Engineering and Mining Co., and with their aid the engines of the Yangtze Wharf and Godown Co. were able to keep the fire from spreading. Mr. Eldridge of Messrs. Arnhold, Karberg and Co.'s Oil Wharf, and Mr. Lawrence from the China Merchants' Eastern Wharf also lent valuable aid. The Fire Brigade went over promptly with the fire float and stood by until all danger of the fire spreading was over. Three native members of the Yangtze Wharf staff were badly burnt and were sent at once to the Shantung Road native hospital. It was fortunate that care had been taken by the wharf manager to have this inflammable spirit stored in the open air at a distance from the buildings.

In the early hours of Sunday morning a fire broke out in a native house in Haining Road, about five yards outside the Settlement limits. No alarm was sounded, but the Hongkew Company of the Brigade were quickly upon the scene and laid one stream on, there being no hydrants in the vicinity to admit of more streams. The Deluge and Mih-ho-long Companies each sent a truck, and though not laying a stream, their men gave the Hongkews useful assistance. More than a dozen native houses were destroyed, but the Brigade prevented the fire from spreading, the Hongkew Company remaining until 5 a.m. Foreman Nagel, second-assistant Bahlmann, and Firemen Beckhoff and Ferrier, of the Hongkews, and second-assistant MacPhail, of the Deluge, had a very narrow escape, the roof, ceiling and wall of one of the houses falling on top of them, but fortunately they all escaped with nothing more serious than a few bruises.

The fire bell commenced ringing at 10 o'clock on Monday morning, the summons being to Hongkew. The brigade was soon on its way to the outbreak, which was located outside the settlement in the Beggars' village west of Tibet Road. There were no hydrants near and the creeks were dry, but the brigade got a stream on with long hose lengths, although little could be done to stop the conflagration which was raging, the bamboos, as usual, bursting with loud reports. The fire burnt itself out; a large number of houses—the number has been variously estimated from 50 to 100—being destroyed or partially destroyed.

About 1.30 p.m. on Wednesday a fire broke out in a native house, just behind a terrace of small foreign houses at Wayside, at the end of Broadway and near the commencement of Yangtzepoo Road. The fire is said to have been

caused by the upsetting of a charcoal stove and before the arrival of the Brigade several native houses were enveloped in flame. The Hongkew Company were first upon the scene and were quickly followed by representatives of all the other companies. Several streams were laid on and the Hongkews had their engine at work. By 3 p.m. the fire was completely under control and all, except the Hongkew Company, were then able to reel up, but twenty-five native houses had been totally destroyed and half-a-dozen others damaged by fire and water. The Hongkews remained on the scene until 4 p.m. and then left the coolie corps in charge.

AN INTERESTING WEDDING.

CAMPBELL-WARREN.

A pretty wedding which created an unusual amount of interest took place on Tuesday afternoon at Holy Trinity Cathedral, between Miss Ethel M. Warren, second daughter of Sir Pelham Warren, and Mr. Hugh Elphinstone Campbell. The cathedral had been most artistically decorated by a number of the bride's lady friends. Arches formed of tall branches of bamboo foliage were erected at intervals the entire length of the long middle aisle, whilst the chancel screen had disappeared from view beneath a profusion of white cosmos blossom, dahlias, and ferns. The Rev. A. J. Walker, M.A., performed the service, which was fully choral, Mr. Moule presiding at the organ.

The bride, who was given away by her father, wore a lovely gown of chiffon velvet in a soft tone of ivory. The full skirt was worn over a petticoat of white chiffon and was intersected with pointed panels of softly draped Chantilly lace. Each point was finished with a chou of white satin ribbon from which fell a graceful garniture of chiffon marguerites. The elegantly-fashioned pointed bodice was made with a transparent yoke of lace set about with a flounce of Chantilly, which also draped the pretty elbow sleeves. The long court train was entirely composed of Chantilly lace, over soft folds of chiffon. The upper part was divided in the form of a V., the points of which were attached to the shoulders. A long strand of wide white satin ribbon was draped down the centre of the train and here and there big lover's knots of ruffled chiffon appeared on the lace a deep flounce of the latter bordering the edge. The veil was of filmy tulle, embroidered with thistles, and was fastened by a wreath of orange blossom, a garniture of which was worn on the front of the corsage. The bride carried a beautiful shower bouquet of roses and asparagus fern and wore a pearl pendant, and a diamond crescent, both of which were gifts from her father. She was attended by her two sisters, who wore exceptionally dainty white gowns of mousseline de soie cunningly inset with medallions and bands of Valenciennes lace. The bodices were made with small V-shaped yokes draped with fuchsia of the lace. With them they wore exceedingly becoming white hats, composed of innumerable tiny frills of Valenciennes lace, relieved under the wide brims with a posy of La France roses. They each wore a massive curb bracelet, a gift from the bridegroom, and carried exquisite shower bouquets of La France roses.

A picturesque effect was given to the wedding party by the attendance of two

little train-bearers, Miss Hester McNeill and Master John McNeill. The former wore a dainty frock of accordeon-pleated mousseline de soie in an exquisite shade of pink, which exactly matched a wreath of roses which rested on her dark hair. Master John McNeill wore a kilt of his clan tartan, and was the recipient of a watch chain from the bridegroom, whilst his sister received as a memento of the occasion a little gold bangle fastened with a padlock.

Mr. F. W. Potter acted as groomsmen and was assisted by seven ushers, Messrs. L. C. B. Edmondston, C. R. Burkill, R. L. Warren, A. G. Major, W. C. Murray, J. Brand and R. I. Fearon.

A reception was held at the British Consulate later in the afternoon, when a large number of friends took advantage of the opportunity to congratulate the happy couple. Mr. F. Anderson proposed the health of the bride and bridegroom in a few happily chosen words. Mr. Campbell after a few words of thanks proposed the health of the bridesmaid, to which Mr. Potter made a suitable reply, referring in doing so to the marked social ability of the Misses Warren.

The presents were most numerous and valuable and seemed to include everything that could be desired, including some lovely specimens of black carved wood, exquisitely embroidered screens, Crown-Derby porcelain, and a profusion of valuable silver articles.

The bride and bridegroom left early in the afternoon to go on board a special tender which carried them to Woosung, where they joined the P. M. S. Mongolia en route for Japan. The bride's going away dress was of chiffon velours in an exquisite shade of pastel grey. The revers of the smart little coat were of white satin, trimmed with grey passementerie, and piped with pale blue. With it was worn a wide brimmed hat of pale blue beaver felt, trimmed with blue satin ribbon, and a long spray of naturally tinted ranunculus.

GAMBLING RAID.

The Hongkew Police are bent on still further distinguishing themselves, on Wednesday night in a gambling raid they created what appears to be a record of arrests per officer engaged. For the past two or three days a close observation has been kept on No. 2653A Seward Road, and it was found that a large number of the Cantonese community resorted there at night to indulge in that speculation which so often brings them to beggary. A Cantonese must play fantan, dominoes, and Chinese raffles on the coloured board, or he is not happy. The result of the observations on this house in Seward Road last night showed that a number of people had assembled there, so Sergt. McGregor sallied forth with Detective Sergts. Vaughan, Kingston and Bookless, Sergt. Johnson, and a European Constable. On the way Inspector McDowell joined in and the posse separated and circumvented the premises. At a given signal a dash was made for the rooms and here Chinese were found playing fantan, dominoes, cards, gambling with beads, etc. In the scuffle tables went over, crockery was smashed, there was a general rush to the doors and downstairs. The police, however, were too smart for the Chinese and thirty men were promptly arrested, and the money and general paraphernalia of a gambling house was removed to the police station, where the gamblers also passed the night.

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WHY THE JAPANESE GOVERNMENT MADE PEACE.

After the first astoundment created by the Japanese collapse had passed off, fairer-minded men began to ask one another why the Government had made peace, and whether or not Japan could have avoided making peace on the terms she did, if she had shown herself more firm and had employed a few of those artifices in which Disraeli so excelled himself at the Berlin Conference. It may be remarked that Japan is such an able imitator that she might well have imitated what has been done before, but a little examination shows that her imitations incline rather towards the copying of actualities than to the deep study and effective use of decade-old precedents. Thus in Manchuria it is already a subject of much comment that in the territory from which she has succeeded in driving Russia—the country South of Changtu—Japan has simply resuscitated forms which the Czar's officers had been pleased to devise and institute before the war; and that although much has been written by Japan's detractors about her usurpation of Chinese rights, the plain truth is that she has displayed hardly a spark of originality in her methods, leaving the Chinese Administration of Manchuria to lumber on now much as before. But this is another question.

The fact remains that Baron Komura and his aids employed, and thought they could win by employing only, the methods of the new school of diplomacy—the alleged school of frankness and open dealing. Much has been lately written about this new diplomacy which knows not art nor subterfuge and is reputed to be employed by English and American statesmen in their dealings with one another, and which has been so extolled by the late ambassador Choate. But it is one thing to employ such methods between men of English speech whose ideals, religion, training, and countless other things are practically the same, and who know each other's exact strength and force of character. It is quite another thing for an Empire of the East, whose star has just risen, to attempt such artless ways with a Power boasting of the most brilliant and resourceful diplomatists in the world; to attempt them is to court defeat, and now even the semi-official "Kokumin," duly chastised with plebeian brickbats, admits the defeat diplomatic.

The first mistake which will in time be fully acknowledged lay therefore in assuming that the Mikado's plenipotentiaries had but to lay an itemized account of their demands before the Czar's high officers, without subterfuge or fencing, to have everything crucial accepted. This involved the totally false assumption that Russia felt herself a beaten Power—not a beaten Power in a mere colonial war but a beaten Power in a gigantic fight to a finish—and was willing to acknowledge this fact in the Conference Chamber—and to have it from thence proclaimed from the house tops of a score of countries.

Nothing could have been more erroneous than this. The uttermost limit of Russia's admissions, unless she could have been made to see the shadow of a worse fate hanging over her, must and could only be, bearing in mind the peculiar circumstances of the situation, that the

original Manchurian-Corean colonial programme had temporarily failed, and that if Japan was willing to accept a postponement of the final fight for the control of the destinies of the northern Far East, receiving as compensation certain things which had been essential to Russian expansion, Russia was also willing to call a temporary halt.

Against this it must be freely admitted that Japanese statesmen when they agreed to dispatch their plenipotentiaries to America knew many things which may not be disclosed officially for many years. Thus it may now be said, perhaps without too great indiscretion, that the Japanese armament and Japanese domestic resources were rightly or wrongly recognised by the Tokio Government as insufficient to continue increasing the field forces in the manner which had become absolutely necessary in view of the constant augmentation of the Russian Manchurian armies. These Russian armies, in spite of all reverses, had risen from the 96,000 men, who had begun the war to a total of 540,000 in Manchuria and 120,000 in the Primorsk in August; and the increased capacity of the Siberian railway had at length made it possible for reinforcements to be poured in from Russia at the regular rate of 60,000 men a month. There was therefore a certain prospect, that by the spring of 1906 Linievitch, even though he had been beaten at least once by Oyama, would have 600,000 men under his personal command in the Sungari regions and some 200,000 in and around Vladivostok. It was these figures which did much to paralyze the Japanese Government in imagination and to incline them towards peace. And there were other disagreeable facts which had to be faced and acknowledged. It is now no secret that the infantry of the sixth Japanese Army—the invaders and conquerors of partitioned Saghalien—was armed with the old Murata rifle; not the newer Murata which held the field until the advent of the present day Neiji rifle, but the old Murata which is completely out of date. Nor is it concealed from public knowledge that General Hasegawa's Fifth Army of Corea, popularly imagined to be rapidly advancing on the Tumen river and so constantly reported by the imaginative Tokio correspondent of the "Daily Telegraph" to have cut off Vladivostok, was really numerically far inferior to the Russian forces massed to prevent the passage of the frontier river, and could therefore only drive in the enemy's outposts pending the arrival of the reinforcements and simulate a false activity. Again the training of the supernumerary troops of the second Japanese reserve was being carried out with old single-loaders, recalling the arms of the seventies, for want of other weapons; the Japanese artillery, including all the recent Krupp purchases was insufficient for an army of more than 900,000 men; the arsenals of the country could not be absolutely relied on to cope with the demands for small arms and heavy gun ammunition which a series of gigantic battles would have immediately brought about. For the total exhaustion of ammunition reserves and the impossibility of rapidly supplying this deficiency has been one of the most potent factors in the delaying of the Japanese advance after each victorious battle. The German contention, principally based on the partisan statements of Colonel Gadke, the military correspondent of the "Berliner Tageblatt" that the Japanese advance was stopped after each Russian

defeat so that Field Marshal Oyama, might personally oversee the entire reorganisation of his war-strained forces is even less true than the majority of criticisms which have been showered broadcast since Liaoyang. Difficulty of transport created owing to the non-recognition by the supreme Japanese military authorities of the absolute ascendancy of rail-power in modern land-fighting; the mediocre scale of the Japanese factories supplying munitions of war alone responsible for the constant exhaustion of ammunition reserves, and finally the false strategy which held that the destruction of Russian fleets and the forcible occupation of Corea and Manchuria were all that were necessary to break down Russia completely,—these factors with which anyone may become acquainted by a study not other than superficial, disclose the reasons of the alleged Japanese slowness in taking advantage of astounding victories. Had Japan been more audacious, had she followed the advice of her modern generals advocating the establishment of the Amur-Sungari triangle which would have brought about the real breakdown of Russia, she might have shaken herself completely free from all fears for at least a quarter of a century. As it is, a first step has only been taken; there remain many more which can only be made in much pain.

But there is another point which it is as well to refer to at once. It must be said that the too wide dissemination of Captain Mahan's doctrines concerning the dominant nature of sea-power has warped men's perspective and especially the Japanese Government perspective, in the present conflict. For Japan freedom to move her transports at will from her islands to the Asiatic mainland was the first condition necessary not only to wage successful war but to wage war at all with a Power which is after all only a land-power. Thus periodic naval victories were not only necessary but absolutely vital for Japan and should have been looked upon merely as the bridge work across which land victory would have to march. A construction bridge had been rapidly flung down with brilliant success by the Port Arthur débacle which opened the war and should have been availed of in a very different manner to what was seen; it should have been immediately realised that the road into Manchuria via the Liaotung was already open and that rivetting and solidifying were things which, for the time being, should have been proceeded with quite independently of the land campaign. Had Oku's force been placed on shore even as late as March, instead of May, Port Arthur would never have made any resistance worth naming and the whole course of the war would have been materially changed.

Examining therefore in this desultory manner, a few of the bigger points which must have forced themselves on the attention of the Japanese Government before and during the Peace Conference become more and more clear. Therefore it may be said that primarily the failure of Japanese diplomacy at the Portsmouth Conference may be traced to faulty strategy growing out of a lack of military imagination in the first stages of the war, that curious Japanese over-caution which inevitably brings about its own reward sooner or later by some strange law of nature. Secondly it may be traced to a faulty valuation by the Government of many things which were vital to bring the war to a conclusion, no matter whether Russia confessed herself beaten or not. And thirdly that diplo-

macy could not but be weak when the wishes of the people who had won the war were being entirely ignored.

The Russian plenipotentiaries journeying towards their meeting place did not suffer from a lack of knowledge of the actual position both in Japan and in the war zone. Whereas the Japanese intelligence work has been distinguished by an extraordinary capacity for taking pains and noting everything both of value and of no value, the Russian work has concentrated itself on gaining a knowledge of broad tendencies alone and has ignored the small things. Both these systems have their advantages, and both are natural to the people who use them. But it may be said that in the consideration of immense things the more slipshod method has advantages which should not belong to it. All through the war it is to be noticed that there has been too much detail work on the Japanese side, too much bothering over things of minor importance. Had Japan in every case marched straight to her goal, had she ignored unessentials, this peace need never have been so quickly made.

The Russians had undoubtedly been surprised by Japan's immediate acceptance of President Roosevelt's invitation to attend a Peace Conference and had wondered for some time why such alacrity had been shown. Then when they were able to learn that the Japanese armament orders placed in Europe did not admit of the arming of more than 300,000 additional troops; that the Tokio ladies who had done immense service in the making of countless Red Cross bandages had privately received the Imperial thanks in June and had been told that their services were no longer required; that the order requiring no men under thirty to leave their villages for more than three weeks without War Office permission had become merely a matter of form; and that it was held in London that forty millions sterling more was all that it would be safe to advance Japan unless peace was made; when countless things of this nature were learnt, an inkling of the real intention of the Japanese Government began to be possessed in St. Petersburg and long before the world was cognisant of the fact the Russian position had become perceptibly stronger. The English Press, so loyal to Japan, had hidden these things. And further it must be noted that once the Conference Hall had been entered the respective positions of Russia and Japan had been practically exchanged. For the Russian Government and the whole of the Russian nation, such as it is, were united in their resolve that no indemnity must be paid under any circumstances and that even the cession of convict-ridden Saghalien to a despised Power would be ignominious. On the other hand, the Japanese Government held the false creed that Russia had been so humbled by Manchurian defeats and was so crushed by the weight of the world's adverse opinion that the peace, which it had already decided was vitally necessary for the Japanese nation could be rapidly concluded. The Japanese Government forgot or ignored the fact that that nation behind it was of an entirely different view, and that no one man or group of men may measure a nation's strength when it is adamant.

The story of the conference is a highly interesting one studied in this new light, for we see the Russians staggering the Japanese by their firm and clear methods and forcing their victors on the battle-

field to acknowledge their inferiority in diplomacy.

By the evening of the 18th August, that is scarcely more than a week after the opening of the regular sittings of the conference, the Russian plenipotentiaries with master diplomacy had so rapidly agreed to all the clauses relating to the Manchurian-Corean "adventure" that no one could say that a change had not taken place. Here was the sane antebellum attitude of de Witte and the Moderates of the Russian bureaucracy at last receiving its proper reward. The war party had made the war and detested any idea of a compromise, but Mr. de Witte would take the blame. Eight of the reputed twelve original clauses swept away the wreckage of the disastrous adventure into Japan's arms, but the four vital clauses—the cession of Saghalien, the indemnity, the rendition of interned war vessels, and the limitation of Russian Far Eastern naval power, had been quietly but firmly placed by the chief Russian plenipotentiary on one side as *quelque chose à part* which could not even be seriously considered.

And here it must be confessed that Russian diplomacy and Russian firmness of resolve completely defeated the Japanese plan of campaign at the conference. For if it is possible to see anything by reading between the numbering of the proposed protocol clauses there can be but little doubt that the Japanese plenipotentiaries expected at least five or six days to be spent over each clause and hoped that Russian resistance would be finally overcome paragraph by paragraph. That the very opposite should have happened, that the Russian diplomatists with ready skill should have split the proposed Japanese terms into two parts, accepting and refusing as the case might be, may be taken as final proof of the real weakness of the Japanese attitude.

Much has been written about the value of President Roosevelt's intervention, when rupture seemed imminent, and of the influence which the new Anglo-Japanese Alliance exerted at the last moment. But the men who made what were thought to be important pronouncements on these two subjects were ignorant of the fact that the Japanese Government had finally decided on peace after the battle of the Sea of Japan, and that had Mr. de Witte been less honest and quick in wishing to wipe out the memory of the Manchurian debacle, even the present terms might have been whittled down. Dismayed at a war expenditure which steadily increased; handicapped by the lack of strategical daring and imagination displayed in the first stages of the war which had for result the delaying of concrete results for half a year; unwilling to arm and fling into the Pacific province another half million men, though the people were willing and prepared that a million more should be armed; deluded by the advice of States which were becoming fearful of the Japanese advance; the Japanese Government has made peace and in making peace it has disclosed, much to its own astonishment and to the astonishment of foreign nations, that the Japanese nation, thanks to a liberal education and to a stupendous advance, is no longer the Japanese nation of even ten or five years ago, and that hereafter it will be the nation, just as is the case with the most advanced electorates of Europe, which will decide its own destinies, making of the Government its servant and not its master. But this, again, is another question.

Japan, 23rd September.

THE GREAT NORTHERN TELEGRAPH CO., LD.

UNCLAIMED TELEGRAMS.

From 20th August to 9th October.
Date received
20th Aug.—Chefoo.....Blanche.
6th Sept.—Harbin.....Mouridis.
8th " —Moji.....Mori.
8th " —Nagasaki.....Yuen Ching-chong.
11th " —Hongkong...Ernst.
15th " —Osaka.....Taikufy Chang chunden.
16th " —Petersburg...Pearr.
20th " —Vladivostok, Pechatnoff Molchanoff.
21st " —Hongkong...Ward.
26th " —Stretensk...Weinerman.
26th " —London.....Richards.
28th " —Harbin.....Venerman.
29th " —Schleswig.....Eichtorn.
30th " —Hongkong...Gingme.
3rd Oct.—Amoy.....Aikcheong.
4th " —Harbin.....Maurides.

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IDLE THOUGHTS,

BY

JEROME K. JEROME

(Author of "Three Men in a Boat,"
"Paul Kelver," etc.).

"They do say," remarked Mrs. Wilkins, as she took the cover off the dish, and gave a finishing polish to my plate with the cleanest corner of her apron, "that 'addicks, leastways in May, ain't, strictly speaking, the safest of food. But then, if you listen to all they say, it seems to me we'd have to give up victuals altogether."

"The haddock, Mrs. Wilkins," I replied, "is a savoury and nourishing dish, the 'poor man's steak' I believe it is commonly called. When I was younger, Mrs. Wilkins, they were cheaper. For twopence one could secure a small specimen, for fourpence one of generous proportions. In the halycon days of youth, when one's lexicon contained not the word failure (it has crept into later editions, Mrs. Wilkins, the word we found was occasionally needful), the haddock was of much comfort and support to me, a very present help in time of trouble. In those days, a kind friend, without intending it, nearly brought about my death by slow starvation. I had left my umbrella in an omnibus, and the season was rainy. The kind rich friend gave me a new umbrella: it was a rich man's umbrella; we made an ill-assorted pair. It's handle was of ivory, imposing in appearance, ornamented with a golden snake.

LIVING UP TO AN UMBRELLA.

"Following my own judgment I should have pawned that umbrella, purchased one more suited to my state in life, and 'blued' the difference. But I was fearful of offending my one respectable acquaintance, and for weeks struggled on, hampered by this plutocratic appendage. The humble haddock was denied to me. Tied to this imposing umbrella, how could I haggle with fish-mongers for haddocks. At first sight of me—or rather, of my umbrella—they flew to icy cellars, brought up for my inspection soles at eighteenpence a pound, recommended me prime parts of

salmon, which my landlady would have fried in a pan reeking with the mixed remains of pork chops, rashers of bacon, and cheese. It was closed to me, the humble coffee shop, where for threepence I could have strengthened my soul with half a pint of cocoa and four doorsteps—satisfactory slices of bread smeared with a yellow grease that before the days of County Council inspectors they called butter. You know of them, Mrs. Wilkins? At sight of such nowadays I should turn up my jaded nose. But those were the days of my youth, Mrs. Wilkins. The scent of a thousand hopes was in my nostrils, so they smelt good to me. The fourpenny beefsteak pie, satisfying to the verge of repletion; the succulent saveloy, were not for the owner of the ivory-handled umbrella.

"On Mondays and Tuesdays, perhaps, I could enjoy life at the rate of five hundred a year—clean serviette a penny extra, and twopence to the waiter, whose income must have been at least four times my own. But from Wednesday to Saturday I had to wander in the wilderness of back streets and silent squares, dinnerless, where there were not even to be found locusts and wild honey. It was as I have said, a rainy season, and an umbrella of some sort was a necessity. Fortunately—or I might not be sitting here, Mrs. Wilkins, talking to you now—my one respectable acquaintance was called away to foreign lands, and that umbrella I promptly put 'up the spout.' You understand me?" Mrs. Wilkins admitted she did, but was of opinion that twenty-five per cent., to say nothing of the halfpenny for the ticket every time, was a wicked imposition.

"It did not trouble me, Mrs. Wilkins," I replied, "in this particular instance. It was my determination never to see that umbrella again. The young man behind the counter seemed suspicious, and asked were I got it from. I told him that a friend had given it to me. 'Did he know that he had given it to you?' demanded the young man. Upon which I gave him a piece of my mind concerning the character of those who think evil of others, and he gave me five and six and said he should know me again; and I purchased an umbrella suited to my rank and station, and as fine a haddock as I ever tasted, with the balance, which was sevenpence, for I was feeling hungry. The haddock is an excellent fish, Mrs. Wilkins," I said, "and if, as you observed, we listened to all that was said, we'd be hungrier at forty, with a balance to our credit at bank, than ever we were at twenty, with 'no effects' beyond a sound digestion."

A VICTIM TO HYGIENE.

"There was a gent in Middle Temple Lane," said Mrs. Wilkins, "as I used to do for. It's my belief as 'e killed 'imself worrying twenty-four hours a day over what 'e called 'is 'ygiene. Leastways, 'e's dead and buried now, which must be a comfort to 'imself, feeling at last 'e's out of danger. All 'is time 'e spent taking care of 'imself—didn't seem to have a leisure moment in which to live. For half an hour every morning he'd lie on 'is back on the floor, which is a draughty place, I always hold, at the best of times, with nothing on but his pyjamas, waving his arms and legs about, and twisting 'imself into shapes unnatural to a Christian. Then 'e found out that everything 'e'd been doing on 'is back was just all wrong, so turned over and did tricks on 'is stomach—begging your pardon for using the word—that you'd have thought more fit and proper to a worm than to a man."

Then all that was discovered to be a mistake. There don't seem nothing certain in these matters. That's the awkward part of it, so it seems to me. He got himself a machine, by means of which 'e'd ang' himself up to the wall, and behave for all the world like a beetle with a pin stuck through him, poor thing. It used to give me the shudders to catch sight of him through the half-open door, for that was part of the game; you 'ad to 'ave a current of air through the room, the result of which was that for six months out of the year he'd be coughing and blowing his nose from morning to night.

"It was the new treatment, so he'd explain to me. You got yourself accustomed to draughts so that they didn't 'urt you, and if you died in the process that only proved that you never ought to have been 'born. Then there came in this new Japanese business, and 'e'd 'ire a little smiling 'eathen to chuck 'im about 'is room for 'alf an 'our every morning after breakfast. It got on my nerves after a while, 'earing 'im being bumped on the floor every minute, or flung with 'is 'ead into the fireplace. But 'e always said it was doing 'im good. 'E'd argue that it freshened up 'is liver. It was 'is liver that 'e seemed to live for—didn't appear to 'ave any other interest in life. It was the same with 'is food. One year, it would be nothing but meat, and next door to raw at that. One of them medical papers 'ad suddenly discovered that we were intended to be a sort of wild beast. The wonder to me is that 'e didn't go out 'unting chickens with a club, and bring 'em 'ome and eat 'em on the mat without any further fuss. For drink it would be boiling water that burnt my fingers merely 'andling the glass.

A MONKEY'S DIETARY.

"Then some other crank came out with the information that every other crank was wrong—which, taken by itself, sounds natural enough—that meat was fatal to the 'uman system. Upon that 'e becomes, all at once, a raging, tearing, vegetarian, and trouble enough I 'ad learning twenty different ways of cooking beans, which didn't make, so far as I could ever see, the slightest difference—beans they were, and beans they tasted like, whether you called them *ragout à la maison*, or cutlets à la *Pompadour*. But it seemed to please 'im. Then vegetarianism turned out to be the mistake of our lives. It seemed we made an error giving up monkeys' food. That was our natural victuals; nuts with occasional bananas. As I used to tell 'im, if that was so, then for all we 'ad got out of it, we might just as well have stopped up a tree—saved rent and shoe leather. But 'e was one of that sort that don't seem able to help believing everything they read in print. If one of those papers had told 'im to live on the shells and throw away the nuts, 'e'd have made a conscientious endeavour to do so, contending that 'is failure to digest them was merely the result of vicious training—didn't seem to 'ave any likes or dislikes of 'is own. You might 'ave thought 'e was just a bit of public property, made to be experimented upon.

"One of the daily papers interviewed an old gent, as said 'e was a 'undred, and I will say from 'is picture as any 'ow 'e looked it. 'E said it was all the result of never having swallowed anything 'ot, upon which my gentleman for a week lives on cold porridge, if you'll believe me; and myself I'd rather have died at fifty, and got it over. Till another

paper dug up from somewhere a sort of animated corpse that said 'e was a 'undred and two, and attributed the unfortunate fact to 'is always 'aving 'ad 'is food as 'ot as 'e could swallow it. A bit of sense did begin to dawn upon 'im then, but too late in the day, I take it. 'E'd played about with 'imself too long. 'E died at thirty-two, looking to all appearance sixty, and you can't say as 'ow it was the result of not taking advice."

THE AGE OF THE SPECIALIST.

"On this subject of health, we are much too ready to follow advice," I agreed. "A cousin of mine, Mrs. Wilkins, had a wife who suffered occasionally from headaches. No medicine relieved her of them—not altogether. And one day by chance she met a friend, who said: 'Come straight with me to Dr. Blank'—who happened to be a specialist famous for having invented a new disease that nobody until the year before had ever heard of. She accompanied her friend to Dr. Blank, and in less than ten minutes he had persuaded her that she had got this new disease, and got it badly; and that her only chance was to let him cut her open, and have it out. She was a tolerably healthy woman, with the exception of these occasional headaches, but from what that specialist said it was doubtful whether she would get home alive, unless she let him operate on her then and there, and her friend, who appeared delighted, urged her not to commit suicide as it were, by missing her turn. The result was she consented, and afterwards went home in a four-wheeled cab, and put himself to bed. Her husband, when he returned in the evening and was told, was furious. He said it was all humbug, and by this time she was ready to agree with him. He put on his hat, and started off to give that specialist a bit of his mind. The specialist was out, and he had to bottle up his rage until the morning. By then, his wife now really ill for the first time in her life, his indignation had reached boiling point. He was at that specialist's door at half-past nine o'clock. At half-past eleven he came back, also in a four-wheeled cab, and day and night nurses for both of them were wired for. He also, it appeared, had arrived at that specialist's door only just in time."

"There's this appendy—whatever they call it," commented Mrs. Wilkins, "why a dozen years ago one poor creature out of ten thousand may possibly 'ave 'ad something wrong with 'is innards. To-day, you ain't hardly considered respectable unless you've got it, or 'ave 'ad it. I 'ave no patience with their talk. To listen to some of 'em you'd think as Nature hadn't made a man—not yet; would never understand the principle of the thing till some of these young chaps 'ad shown 'er 'ow to do it."

THE DOCTOR WHO ALWAYS CURES.

"They have now discovered, Mrs. Wilkins," I said, "the germ of old age. They are going to inoculate us for it in early youth, with the result that the only chance of ever getting rid of our friends will be to give them a motor-car. And maybe it will not do to trust to that for long. They will discover that some men's tendency towards getting themselves into trouble is due to some sort of a germ. The man of the future, Mrs. Wilkins, will be inoculated against all chance of gas explosions, storms at sea, bad oysters, and thin ice. Science may eventually discover the germ prompting to ill-assorted marriages, proneness to invest in the

wrong stock, in uncontrollable desire to recite poetry at evening parties. Religion, politics, education—all these things are so much wasted energy. To live happy and good for ever and ever, all we have to do is to hunt out these various germs and wring their necks for them—or whatever the proper treatment may be. Heaven, I gather from medical science, is merely a place that is free from germs."

"We talk a lot about it," thought Mrs. Wilkins. "but it does not seem to me that we are very much better off than before we took to worrying ourselves for twenty-four hours a day about 'ow we are going to live, Lord! to read the advertisements in the papers you think as 'ow flesh and blood was never intended to have any natural ills. 'Do you ever 'ave a pain in your back?' Because, if so, there's a picture of a kind gent who's willing for one and sixpence half-penny to take it quite away from you—make you look forward to scrubbing floors, and standing over the wash-tub six 'ours at a stretch like to a bean-feast. 'Do you ever feel as though you don't want to get out of bed in the morning?' That's all to be cured by a bottle of their stuff—or two at the outside. Four children to keep, and a sick 'usband on your 'ands used to get me over it, when I was younger. I used to fancy it was just because I was tired."

"There's some of them seem to think," continued Mrs. Wilkins, "that if you don't get all you want out of this world, and ain't so happy as you've persuaded yourself you ought to be, that it's all because you ain't taking the right medicine. Appears to me there's only one doctor as can do for you; all the others talk as though they could, and 'e only comes to each of us once, and then 'e makes no charge."

Law Reports.

H. M. SUPREME COURT.

Shanghai, 5th October.

Before Mr. JUSTICE DE SAUSMAREZ.

DODWELL AND COMPANY, LD., v. ERNEST JOSEPH MOSS.

Clause 1 of the agreement having been read, Mr. McNeill said he was not going to deny that there were distinctions made in the Courts between agreements of this kind to sell a business and agreements made between employer and employee. What he was going to ask his Lordship to do in considering this agreement was to consider it exactly as the House of Lords considered the case of *Nordenfeldt v. Nordenfeldt Maxim and Ammunition Co.* Counsel proceeded to read the remarks of Lord Herschell in this case and said that Nordenfeldt pleaded that he did not enter into this agreement with the plaintiffs but with another company. Lord Herschell, however, brushed that aside, and counsel proceeded to quote his Lordship's remarks from page 541, 1894, Appeal Cases, and the observations of Lord Ashbourne from page 555. What counsel wished his Lordship to understand was that this agreement was entered into in connection with the sale of goodwill and for the express purpose of protecting the business, the goodwill of which was sold. The rule to which the test of such an agreement must be submitted was also more clearly laid down

in the same case, on page 548, and that was the test which he asked his Lordship to apply in his case. It laid down a very clear method of settling whether the covenant was to be sustained or upset, and that was simply whether it was reasonably necessary for the protection of the company. The case quoted was not the only authority in support of counsel's contention, but it seemed to be a common-sense rule. Counsel was sorry to say in this case that one of the elements, which as a rule the Court had to consider, was entirely missing. They did not know whether it was unintentional or not, but anyhow there was entirely an absence of information for the consideration of his Lordship in the statement as to what was the business of Dodwell, Carlill & Co. It was not mentioned in the agreement; it was not in the pleadings; and there was before his Lordship no evidence by which he could definitely determine what exactly was the nature of the business that was sold. It was unfortunate because as a rule looking through a number of cases he found that when the Courts had had to determine whether a covenant was really necessary for the protection of the business, the first matter to which the Court looked was the business. In this case his Lordship was not able to take into consideration what was the business that was sold because it was not mentioned. Now that element being dismissed, counsel came to what was the most important point of all in the consideration of any covenant, and that was the extent of it—the space for which it extended. If his Lordship would look at the agreement in this case very carefully, it was in clause 4 that the covenant was contained, viz: "that each of the vendors agree that he will not hereby, either solely or jointly, directly or indirectly carry on, or be engaged or concerned or interested in any business of a similar character to that carried on by Dodwell & Co. in Foochow, Colombo, or London. . . ." This was certainly a world-wide restraint, if ever there was one, and he wished his Lordship to observe the distinction which had been drawn by the Courts in the very few cases in which a world-wide restraint had come before them. Counsel would give two examples in which a world-wide restraint was allowable and a case in which it could not be allowed. Firstly he would refer to the famous Nordenfeldt case, where the restraint was allowed, and secondly to the case of Dowden and Hook against Hook, 1904, 1 King's Bench Div., page 45), where it was not allowed. The case of Nordenfeldt was a case of an arms manufacturer whose business was with foreign potentates and therefore extended over the whole civilised world—his customers were found amongst all parts of the world, therefore the restraint was found to be good. In the Dowden v. Hook case the plaintiffs carried on business as cider and cordial merchants and the covenant entered into by the defendant, who was their manager, was that he would not carry on or be interested in any like business anywhere for the term of five years after leaving the service of the company. He was dismissed and set up in business as a cider merchant elsewhere. The Judges held that the restraint was far more wide than was required for a business of that particular kind. Counsel then read the judgment of Lord Justice Cozens-Hardy from page 55 of the same work. That constituted an agreement between employer and employed and the principles laid down were applicable to the present

case. It was decided by the Judges on the sole ground that it was not reasonably required for the protection of the party by which the covenant was made. He would like to give his Lordship an example of a case of a similar character where the restraint was divided up so as to make it only applicable to the particular kind of case. The case was that of Mills v. Dunham (1891, 1 Chancery Div., page 576). That was a case of a traveller who was engaged to call on plaintiff's customer and solicit orders. He entered into an agreement which contained clauses as to what he should do and also clauses as to what he should not do when he left them. Now it was argued very strongly that this was a restraint against defendant doing any business whatever, and counsel for the defendant said it was a monstrous thing that a man who had been a traveller should be restrained from carrying on any business whatever with people merely because they happened to be customers of his former firm. According to the covenant it was a perfectly plain case, as it said defendant was not to do any business with the customers of that firm. The judges came to the conclusion that the business he was not to do was the business of his former employers. The judgment of Lord Justice Cave in that matter was particularly instructive because he was one of the judges who was nearly overcome by the plain wording of the covenant. The only reason why Lord Justice Cave came to the conclusion that the particular clause ought to be cut down was because, after looking at the whole thing, he was satisfied that there was ambiguity in the construction which could be put on it. In the case of Dowden and Hook v. Hook there was plain statement and it said that this man was not to carry on business as a cider merchant. There was no ambiguity about it at all; on the other hand in the case of Mills v. Dunham there was ambiguity. Counsel submitted in this case that there was no ambiguity on the part of the defendant not to carry on business and that his Lordship should come to the same conclusion as in the case of Hook, and that was that the defendant had to undertake not to carry on business anywhere, that it was in fact an undertaking not to carry on business in the places in which the plaintiff company might from time to time open any business in any other part of the world. The time was not limited except in that it only lasted so long as the company was in existence; but a company never died. On the question of ambiguity counsel cited the case of Perls v. Salfeld (1892, Chancery Division, page 156). It was found in this case that there was no ambiguity. So much for the first point, for the absence of any limitation of space being a very strong mark of unreasonableness. An agreement not to carry on a specified business in any part of the world and unlimited as to time was not such an agreement, which could have been reasonably required by the purchaser of the goodwill of Dodwell, Carlill & Co.'s business, whatever that business might have been inferred or projected to have been. Counsel would take it as strongly as it could be put. Let them take it that their business did consist of all the matters which were mentioned in the petition. Let it be that they were general merchants, shipping, insurance and commission agents. The business of Dodwell, Carlill & Co., let them assume that it was a business of general shipping merchants, etc. Even so he said that a restraint world-wide in

regard to the matters mentioned in that clause was not a restraint which could have been reasonably required by the purchasers of the good-will of that business. There was another point in that covenant which in the same way carried all the marks of unreasonableness and that was an expression, the terms in which the businesses which were not to be carried on were defined. If the business which was sought to be restrained should turn out to be in fact the business which Dodwell, Carlill & Co., or the business which they were doing at the time they sold it, then his Lordship would have it that the undertaking was not to carry on the business of general merchants, shipping, insurance and commission agents. That, as a momentary consideration would show, covered practically the whole of commerce. A general merchant was a person who bought or sold merchandise, who imported or exported any commodity which one might like to name. A commission agent was a person who did the same kind of thing, but did it not for himself but for some body else. A shipping agent was a person who looked after ships coming into port and might be in touch, therefore, with shipping all over the world. With regard to insurance he could let that go, but what he put to his Lordship was that assuming the business which was sold to have been such a business as the company now carried on, an undertaking not to carry on any trade of any sort or any such business as insurance or shipping agency, was wider than was required by the plaintiffs. He did not attach much importance to the point that the defendant was not to carry on business at Foochow, Colombo, London or anywhere else where the plaintiff carried on business or should hereafter carry on business. The authorities were clear on that point. He was not to carry on business if the company cared to carry on business anywhere whatsoever, and, as his Lordship knew, not only where they carried on business but even places where they opened a branch or agency. Counsel then quoted Mr. Justice Chitty (39 Chancery Division, page 520) on the question of severance of places of business mentioned in the covenant. Counsel submitted that the plaintiffs could not say defendant must not carry on business in Foochow and Colombo alone; their covenant was world-wide, and his contention was that the agreement was unreasonable. Firstly, because it was world-wide. Secondly, as regarded the businesses which the defendant was restrained from carrying on, they were unreasonably numerous because they covered the whole of ordinary commerce. This was true only so far as the places where the company was or might carry on business, but if they took out the places where the company was not carrying on business the space was unreasonably wide. Then there was no specific limit as to the time this was to operate, and Counsel took it that the covenant was to be in force for all time. These were the main points to which he directed his Lordship's attention. It was a covenant not to carry on anywhere in the world any branch of ordinary business for ever. If they took the case as strongly as possible against the defendant, the covenant was entered into in connection with the sale of the business mentioned in the petition, it was not an agreement as in the Nordenfeldt case. Who was going to compare a case like that of Nordenfeldt with the business like that of Messrs. Dodwell & Co. Messrs. Nordenfeldt dealt with poten-

tates the world over. He submitted that inasmuch as the plaintiffs were asking for the defendant to be restrained for ever from carrying on this business at Foochow, or Colombo, they could not possibly obtain what they asked for. Counsel contended that it was absolutely impossible for his Lordship, having regard to the authorities on this subject, to uphold this covenant not to do this business in any part of the world, and secondly that the covenant being world-wide, his Lordship could not cut it down to the two places mentioned—Foochow and Colombo.

Mr. Pollock—Do I understand that you are not going to call any evidence?

Mr. McNeill—Yes.

Mr. Pollock said his friend admitted that the onus was upon him to prove that what the plaintiffs were asking for was too wide, and he (Mr. McNeill) asked his Lordship to hold as a matter of reliability what he had stated without producing any evidence, that this covenant was too wide. That was to say, to put it in this way, that the covenant was too wide as plaintiffs were now seeking to enforce it. Mr. McNeill had asked his Lordship to find as a matter of fact that the covenant which the plaintiffs were seeking to enforce in paragraph 1 of the prayer of their petition was an unreasonable covenant and yet counsel (Mr. Pollock) understood his learned friend did not intend to call any witness.

Mr. McNeill—I do not intend to do so.

Mr. Pollock asked his Lordship to bear in mind at the outset the authorities which he had cited, and which Mr. McNeill had admitted to be good law, to show that the burden had been upon the defendant of proving the covenant to be unreasonable. He would cite the words:—"Unless the defendant made it plainly and obviously clear that the plaintiffs' interests did not require the defendant's exclusion, or that the public interest would be satisfied if the defendant's publications are excluded according to the general rule before referred to, we ought not to hold the contract void." These words were used in the case of *Tallis v. Tallis*, and Lord Justice Fry said that the plaintiffs were trying to put a restraint on the freedom of commerce. Counsel did not admit his learned friend's suggestion that in the present case this was a world-wide restraint. That was not the way in which the plaintiffs read the agreement and counsel did not think it was a reasonable way of reading it. Counsel asked his Lordship to bracket off, for the sake of argument, the words commencing "or London" down to the word "agency" in the agreement. The plaintiffs were now applying to his Lordship to restrain the defendant as regarded Foochow and Colombo, and he submitted that the covenant was severable in this way and that it was competent for his Lordship for the purposes of the present case, having regard to the fact that the plaintiffs were now applying to his Lordship to restrain the defendant only as regarded Foochow and Colombo, not to consider the words "or London or other place where the plaintiffs are carrying on or may carry on business, a branch, or agency." Mr. Pollock referred to *Matthews' Restraint on Trade* (pages 172 and 173) and said that his opinion was that the general principle was that if one could cut off part of the clause the Court was entitled to do it and the plaintiffs were entitled to relief. He submitted this on the authority of the Court of Exchequer Chamber, the case being *Price v. Green* (16 Meeson and Welsby's Report, page 346). Then

there was the Nordenfeldt case in which the covenant not only prevented the defendant from setting up in the gun and ammunition business, but also any business which the plaintiffs might carry on during the next 25 years. It was held in this case that the severance could be effected and the injunction was granted as to the gun and ammunition business, leaving out the other businesses which the plaintiffs might carry on during the next 25 years. His Lordship would find the actual covenant in 1893, 1 Chancery Division, page 633. The actual covenant, as his Lordship would see, was very wide. In that case there was a severance both in the Court of Appeal and in the House of Lords. The plaintiffs now came to that Court and asked for relief in respect to Foochow and Colombo on the high authority of the Nordenfeldt case in the House of Lords, following on the high authority of the Court of Exchequer in the case of *Price v. Green*. It was quite clear that the severance which the plaintiffs asked for could be made, and therefore he asked his Lordship, upon the authorities, to grant the plaintiffs this severance. Counsel would also quote the case of the *Leather Cloth Co. v. Lonsom* (Law Reports, 9 Equity, p. 345), and also the judgment of Vice-Chancellor James on page 351 of the same work.

The Court then adjourned for tiffin.

On resuming, Mr. Pollock said that he thought there was one other case that he need cite to his Lordship on the particular point he was now on, that was the question of his Lordship having power to sever the words he had named, and which he had asked his Lordship to put in brackets, from the rest. The case he wished to cite was quite a modern case, that of *E. Underwood and Son, Ltd. against Barker* (1899, 1 Chancery Division, page 300). In this case plaintiff agreed to employ the defendant as a clerk at the wage of thirty-five shillings per week, defendant entering into a covenant that he would not for the space of ten years carry on the business of a straw merchant or enter into the service of anyone in such a business in the United Kingdom, Canada, France, or Holland; but before the expiration of the period agreed upon defendant entered into the service of a rival straw merchant in London. This was a case to which counsel would have to refer again later on. It was a strong case, that was to say one between employer and employee. As to the reasonableness it was held that it was not unreasonable, so far as the United Kingdom was concerned, and as to the severing it was held that it could be done. Counsel thought that he had quoted enough authorities to show that he was entitled to ask his Lordship to sever from "or London" down to "agency" from this covenant and grant the restraint from Foochow and Colombo. The defendant could not complain, assuming the plaintiffs were legally entitled to sever, that the plaintiffs had no right to limit the covenant in this way. On this point he quoted *Dubowski v. Goldstein* (1896, 1 Queen's Bench Division, p. 482). In that case an injunction in a wider form than was asked for was granted by the County Court judge, and Lord Esher held that the terms of the injunction were narrower than the plaintiff was entitled to, but the defendant could not complain. Turning to the agreement, his Lordship would find it stated in the very first recital contained in the agreement, there were only two recitals, "whereas the vendors have carried on business for some time past in partnership in Foochow,

Colombo, etc.," and his Lordship would also see that Mr. Moss, the defendant in this case, was one of the partners, and that they carried on business under the style of Messrs. Dodwell, Carlill and Co. Council might interpose for a moment that the plaintiffs would show by evidence, which they would call, that Dodwell, Carlill and Co. at the time that they sold this business to Dodwell and Co. were carrying on the business of merchants, insurance, shipping and commission agents.

Mr. McNeill—That ought then to have been stated in the pleadings.

Mr. Pollock replied that the position which his friend now took up was inconsistent with his express and explicit admission that morning that the onus was on the defendant to allege and to prove such facts as would show that the covenant which plaintiffs were seeking to enforce was unreasonable. If there was any question of the pleadings having to show what the nature of the business was, it ought to have been put in by the defendant in his amended answer. It was quite obvious if the defendant submitted absolutely clearly and explicitly that the onus was on him to show that the covenant was unreasonable, and if his friend alleged that the nature of the business carried on by Dodwell and Co. was of such a nature as to make the covenant unreasonable, it was unnecessary for counsel to say that it was for his friend to put in an amended answer that, by reason of certain differences in the business of Dodwell, Carlill and Co. and Dodwell and Co., this covenant was unreasonable. It was not for the plaintiffs to plead certain facts but for the defendant to do so when the onus of proof lay on him.

Mr. McNeill replied that when the defendant undertook the onus of proof he did not undertake to state the conditions under which the agreement was made, or the nature of the unreasonableness.

His Lordship—I will rule on the question when we come to the evidence.

Mr. Pollock continued that Mr. McNeill's contention could not stand for a moment. If the defendant said the covenant was unreasonable he must produce evidence to show why the covenant was unreasonable. If he said that Messrs. Dodwell and Co.'s business was of such restrictive character that it was unreasonable then he must prove it. The burden of proof did not mean stating the law on the case but to carry the matter right through and call evidence; but the defendant had not called any evidence. However he would call evidence to show the nature of Dodwell, Carlill and Co.'s business.

Mr. McNeill—Do I understand that you intend calling evidence to prove that the business of Dodwell, Carlill and Co. was a business of merchants, shipping, insurance, and commission agents?

Mr. Pollock—I am going to prove that, but I do not say that a witness will not say that they were doing something else.

Mr. Pollock, continuing his address to the Court, said that Messrs. Dodwell and Co. were to carry on the business of the vendors of Dodwell, Carlill and Co. The defendant had attempted, under the guise of "Moss and Co.," to carry on the business at Foochow, and he was not only guilty of a breach of agreement but had gone against the covenant which he had signed and which gave the right of continuing the vendors' business to

Continued on page 88.

S. V. C.

ANNUAL RIFLE MEETING, 2nd to 9th October, 1905.

The Annual Rifle Meeting concluded on Monday morning. The weather conditions during the meeting were all that could be desired, and some excellent shooting has been recorded. The first four competitions were under Bisley conditions. The Autumn Cup was a quickfiring competition, disappearing "head and shoulders" targets. The Skirmishing Prize proved a most interesting event; competitors had to lie down on the 500 yards mounds, "kneeling man" targets being exposed. Each competitor was served with 15 rounds of ammunition. On the command "advance" the competitors advanced to the 400 yards mound and fired until two minutes had elapsed from starting time, whereupon the "head and shoulder" targets appeared and competitors proceeded to the 200 yards mound, where they expended the remainder of their ammunition in three minutes from leaving the 400 yards range.

The following is a list of prizewinners in the different events, pending the decision of the Committee:—

MUNICIPAL CHALLENGE CUP.

points.

1.—Private W. O. Lancaster	A Co.	65
2.—Private C. Hill	B Co.	62
3.—Private C. Moore	A Co.	62
4.—Sergeant W. Brand	A Co.	61
5.—Gunner Lynch	Artillery	61

AUTUMN CUP.

points.

1.—Corporal Christie	A Co.	42
2.—Private Goodfellow	A Co.	39
3.—Private Moore	A Co.	37
4.—Sergeant Hill	B Co.	36
5.—Private Payne	M. Infantry	35
6.—Sergeant Garner	Artillery	34

N. R. A. MEDAL.

points.

1.—Sergeant W. Brand	A Co.	98
2.—Corporal Aldridge	Light Horse	95
3.—Gunner Lynch	Artillery	94
4.—Gunner Watson	Maxim Co.	93
5.—Corporal Christie	A Co.	93
6.—Private C. Hill	B Co.	93

SKIRMISHING PRIZE.

points.

1.—Private Park	A Co.	41
2.—Gunner Lynch	Artillery	41
3.—Private Christopherson	Customs Co.	39
4.—Gunner Watson	Maxim Co.	36
5.—Private Lancaster	A Co.	36
6.—Bomb. Beckhoff	A Co.	36
7.—Private Moore	A Co.	35
8.—Corporal Pollow	German Co.	35

VOLUNTEERS.	N. R. A. Medal.		(Bisley.)		Municipal Challenge Cup.		(Bisley.)		Ladies' Prize.		(Bisley.)		Autumn Cup.		(Head and Shoulders.)		Skirmishing Prize.		Grand Aggregate.	
	200 yds.	500 yds.	200 yds.	500 yds.	500 yds.	600 yds.	500 yds.	600 yds.	300 yds.	800 yds.	500 yds.	600 yds.	200 yds.	300 yds.	200 yds.	300 yds.	Total.	Total.	Total.	Total.
Brand, Sergeant	33	33	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32
Christie, Corporal	31	30	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32
Lynch, Gunner	31	30	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32
Watson, Private	29	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32
Moore, Private	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32
Aldridge, Corporal	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32
Hill, Private	30	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32
McDowell, Private	29	31	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32	32
Kawanami, Sergeant	32	27	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29
Samson, Private	31	28	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29
Davis, Sergeant	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28
Lancaster, Private	29	30	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29
Richards, Gunner	32	26	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30
Garner, Sergeant	28	28	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30
Payne, Private	27	30	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28
Sharples, Private	29	32	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23
Raeburn, L.-Corporal	39	25	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19
Tachikawa, Corporal	27	28	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29
Pollow, Corporal	28	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29	29
Park, Private	27	27	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26
Swanstrom, L.-Corp.	25	31	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19
Hill, Sergeant	28	28	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26
Child, Sergeant	27	31	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24
Wagstaff, Gunner	22	32	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27	27
Trueman, Captain	27	28	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21
Mace, Private	25	30	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19
Masey, Lieutenant	31	16	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24
Adams, Private	31	30	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26
Maréchal, Gunner	29	31	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24
Nazer, Private	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
When, Corporal	23	30	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28	28
Goodfellow, Private	32	26	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9
Richards, Trooper	27	22	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24
Innocent, Lieutenant	20	25	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Symons, Private	28	20	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19
Bowen, Private	20	29	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21
Mitchell, Trump.	27	31	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13
Todoroki, Private	28	26	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
Rutherford, Sergeant	24	17	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11
Indo, Private	30	23	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21
Binthead, Gunner	24	17	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11
Christopherson, Priv	24	27	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18
Scott, Corporal	29	20	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17
Stewart, Captain	27	28	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21
Meyer, Private	29	20	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17
Tanaka, Sergeant	19	23	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17
Thomas, Lieutenant	27	21	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24
Barnes, L.-Corporal	27	21	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24
Fegan, Private	23	24	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23

CITY FATHERS' CUP.

points.

1.—Sergeant Davis	Artillery	63
2.—Private Payne	M. Infantry	63
3.—Corporal Tachikawa	Japanese Co.	62
4.—Private McKelvie	B Co.	62
5.—Gunner Watson	Maxim Co.	61
6.—Private Lancaster	A Co.	61
7.—L.-Corporal Raeburn	Customs Co.	61

LADIES' PRIZE.

points.

1.—Mrs. Middleton	Sergt. Brand	A Co.	48
2.—Miss Alice Jack	Pte. Watson	Maxim Co.	47
3.—Mrs. Silva-Netto	Pte. McDowell	A Co.	47
4.—Mrs. Futterer	Pte. Wagstaff	Artillery	44
5.—Mrs. E. Roddis	Corpl. Christie	A Co.	43
6.—Miss H. Peterson	Pte. Samson	A Co.	43

CHAMPIONS IN LADIES' PRIZE.

points.

1.—Sergeant Brand	A Co.	91
2.—Private Samson	A Co.	86
3.—Private McDowell	Reserve Co.	85
4.—Gunner Watson	Maxim Co.	84
5.—Inspector Dewing	S. M. P.	82
6.—Corporal Aldridge	Light Horse	81

GRAND AGGREGATE.

points.

1.—Sergeant W. Brand	A Co.	380
2.—Corporal Christie	A Co.	364
3.—Gunner Lynch	Artillery	360
4.—Gunner Watson	Maxim Co.	359
5.—Private Moore	A Co.	358
6.—Corporal Aldridge	Light Horse	353

GRIFFINS' AGGREGATE.

points.

1.—Corporal Tachikawa	Japanese Co.	319
2.—Private Maco	Customs Co.	302
3.—Lieutenant Massey	M. Infantry	301
4.—Private Wheen	Maxim Co.	296
5.—Trump Mitchell	Artillery	290
6.—Private Todoroki	Japanese Co.	281
7.—Private Indo	Japanese Co.	273
8.—Private Christophersen	Customs Co.	270

CONSOLATION AGGREGATE.

points.

1.—Gunner Watson	Maxim Co.	359
2.—Private McDowell	Reserve Co.	350
3.—Sergeant Kawanami	Japanese Co.	347
4.—Gunner Richards	Artillery	339
5.—Sergeant Garner	Artillery	338
6.—Private Sharples	A Co.	334
7.—L.-Corporal Raeburn	Customs Co.	320

ALL-COMERS IN THE LADIES' PRIZES. (Bisley conditions.)

Name.	300	800	Total.	Name.	300	800	Total.
McKelvie, Private	24	26	50	Johnson, Sergeant	33	62	95
Stewart, Q.-M.-S.	25	27	52	Klink, Gunner	22	50	72
Wiglesworth, Trooper	28	24	52	Wilson, Inspector	28	38	66
Dahl, Bomb	26	24	50	Steiner, Mr.	21	35	56
Silva-Netto, Gunner	27	22	49	Eek, Sergeant	26	32	58
Dawson, Private	26	31	57	Goddard, Sergeant	26	30	56
Harber, Private	19	27	46	Thomson, Sergeant	26	32	58
Harbin, Bomb	26	26	52	Bougat, Mr.	27	27	54
Ulrichs, Corporal	26	26	52				
Cooper, Corporal	21	9	30				
Susemihl, Lieutenant	26	19	45				
Roddis, Private	23	15	38				
Gaskin, Col.-Sergeant	27	26	53				
Basano, Private	28	17	45				
Jacoby, Private	29	15	44				
Kragh, Private	23	20	43				
Gordon, Sergeant	18	21	39				
Patrick, Lieutenant	19	13	32				
Stelfeld, Private	19	27	46				
Nagel, Sergeant	22	9	31				
Brewer, Private	22	14	36				
Chandler, Corporal	14	9	23				
Rogers, Private	24	24	48				
Wilson, Private	19	18	37				
Passeri, Gunner	16	17	33				
Basett, L.-Corporal	19	13	32				
Kemp, Private	19	13	32				
Beckhoff, Bomb	19	13	32				
Kidd, Sergeant	23	24	47				
Hahn, Private	25	23	48				
Dakon, Sergeant	20	13	33				
Vita, Private	17	13	30				
Brady, Private	17	13	30				
Kirchner, Sergeant	17	13	30				
Cavrotti, Gunner	29	15	44				
Orr, 2nd-Lieut.	15	8	23				
Nelson, Gunner	16	16	32				
Landers, Bomb	16	16	32				
Schuble, Private	23	23	46				
Hennern, Private	23	23	46				
Boyers, Private	23	23	46				
Fritze, Private	23	23	46				
Bosustow, Private	23	23	46				
Pitcairn, Sergeant	23	23	46				
Bland, Private	23	23	46				
Mathieson, Private	23	23	46				
Dewing, Inspector	38	44	82				
Kingston, Private	43	37	80				
Raggon, Captain	40	39	79				
Boisang, Sergeant	41	36	77				
Bookless, Sergeant	35	42	77				
Mackintosh, Inspector	35	42	77				
Gibson, Inspector	35	40	75				
McCaun, Private	40	35	75				
Muller, Mr.	34	41	75				

Messrs. Dodwell and Co. In coming to a conclusion as to unreasonableness his Lordship must take into consideration the agreement on the whole and also the circumstances surrounding the firms and the nature of the business. Paragraph 1 provided for the sale of Messrs. Dodwell, Carlill and Co. out and out to the plaintiffs, and paragraph 2 provided that the plaintiffs would indemnify the partners in Messrs. Dodwell, Carlill and Co. against any demands in respect of tenancy agreements, etc., at Foochow. Paragraph 3 provided, as his Lordship would see, for the complete liquidation by the plaintiffs of the debts and liabilities, contracts, and obligations of Dodwell, Carlill and Co. with a certain proviso as to the rendering of accounts periodically. The liquidation of Messrs. Dodwell, Carlill and Co., as would be shown his Lordship, resulted in a very heavy loss, and the share of the defendant of that loss was more than \$54,000. That sum of over \$54,000 the defendant was sued for by the plaintiffs in Hongkong recently, and counsel would produce an authenticated copy of the judgment in the case. When that judgment was sent to Foochow the reply the defendant gave was to file his petition in bankruptcy. As regarded the sum of £1,000 which was paid, drawn promptly by the defendant as a matter of fact, the nature of that consideration of £1,000 was set out in the particulars which had been filed by the defendant himself and which were before his Lordship. Then it was a very important consideration—it was part of the agreement—that the plaintiffs should employ the defendant as manager of the plaintiffs' business at Foochow at what counsel considered a fairly handsome salary, namely £1,000 a year with a rise of £50 a year, the defendant being allowed to take a certain number of shares in the Company at par. Mr. Moss continued from the first of January 1902 until the 8th of May this year as manager of the plaintiff company in Foochow, and then at the most important part of the year—the tea season—he gave up the whole thing and started in the business of Moss and Co. to rival the plaintiffs. Now coming to the agreement Counsel proposed to stop at the word "Colombo," as it was quite clear that the vendor was not carrying on business elsewhere. Counsel submitted that there was so far from being a world-wide space from which the defendant was restrained, that he was merely restrained from a limited part, if his Lordship eliminated a part of the covenant which Counsel submitted was severable. Defendant was then simply restrained from setting up business at Foochow or Colombo, businesses which were likely to compete with the plaintiffs. In other words he was restrained—it was quite reasonable that he should be restrained—from rendering the goodwill which he had sold to the plaintiffs of no value at all. His Lordship would remember that what defendant sold as a partner of Dodwell, Carlill and Co. was a business carried on by them at Foochow and Colombo and what could be more reasonable than for the plaintiffs to restrain a man who as one of the partners who had sold the business of Dodwell, Carlill and Co., their trade marks and other rights of business, from setting up and carrying on at Foochow or Colombo any business of a similar character to that of Dodwell and Co., Ltd. Plaintiffs submitted that the only fair construction to put upon the clause in question was that the restraint was confined to a business of a similar character at Foochow and Colombo, and it was, therefore, un-

reasonable for his friend to introduce the words "at any place" and "at any time" into the agreement. His friend referred to the case of Dowden and Hook v. Hook (1 Q. B. p. 45) as the authority, as he understood, to show that the present covenant ought to be construed as a world-wide restraint as to space. But if they referred to the clause of the agreement set up in the first page of the report they would see that in this case there was no designation as to space, and therefore, of course, the learned judges who decided the case had absolutely no option other than to suppose it was absolutely unlimited and world-wide as to space. That was the distinction between the case of Dowden and Hook v. Hook and the present case. It was evidently a converse case to this, for in the case of Dowden and Hook v. Hook the covenant had said that the defendant must not enter into business in Newton Abbott or elsewhere, then the Court could have limited the injunction to Newton Abbott. In the present case there were certain places specified as Foochow, Colombo, Hongkong, Shanghai, and London which he wished limited to Foochow and Colombo. If the words "carry on business elsewhere" appeared in the present case, the Court could limit the injunction. But to return to the facts, what could be more different than the facts as existed in the case before the Court? Counsel submitted that on the face of the re-amended answer the plaintiffs were general merchants, shipping, and insurance and commission agents carrying on business in Foochow, Colombo and elsewhere. That was stated in the petition and admitted in the re-amended answer. Mr. Pollock agreed with his friend that general merchant was a very wide term; counsel also agreed that shipping business was a very wide term; that insurance agents was a very wide term; and commission agents was a wide term. But it was admitted in the answer that the plaintiffs were carrying on these wide and general businesses. Now as contrasting with all these admitted circumstances in the present case what did they find in the case of Dowden and Hook v. Hook? They found that the plaintiff was engaged as manager to the Newton Abbott department of the business and that it was a small business. There could be no doubt the covenant in that case prohibited defendant from carrying on business in any part of the world. Now what was the nature of the business in which plaintiff sought to be protected? It appeared to be a cider business, a business which it was impossible that defendant should be restrained from carrying on in any part of the world. What could be more widely different than the facts which existed in that case from the facts which were admitted in regard to the present case. There it was a local cider business; on the other hand they had in this case the business of Dodwell and Co., carried on in various places as general merchants, shipping, insurance, and commission agents. It has to be considered whether the nature of the business was such as to make the restraint easy. What could be more reasonable than that the defendant should be restrained from competing with the plaintiffs in the business which he had sold to the plaintiff. Counsel would show by the evidence he would call that the business as sold had been carried on by Dodwell and Co., Ltd. as successors to Dodwell, Carlill and Co. He thought it was not so much a question whether those who dealt with the

plaintiffs were potentates, princes, and Powers, or ordinary persons, as it did as to whether this business with ramifications and a shipping business extending over a large area, carrying on such business by correspondence, must be protected. In a large business carried on by correspondence a good deal of harm could be done by the sending of circulars or correspondence by rival firms, but where a man carried on his profession of a barrister or surgeon his business was transacted in a limited area. Where a business was large a rival had great opportunities to do harm by sending circulars, correspondence, etc., to all parts of the world. What could be more reasonable than that the plaintiff should ask that the defendant be prevented from making Foochow and Colombo his centres for the purpose of competing with the plaintiffs in the business of Dodwell, Carlill and Co. which he had sold to the plaintiffs? There was no doubt that this business of general merchant, shipping, and commission agents was a wide business, as his learned friend said, but counsel was not at all sure whether he would describe it as world-wide as that in the Nordenfeldt case, for it might be that the business was with persons more lowly than his learned friend had suggested was the case in the Nordenfeldt case. But what hardship could there be whether the business was large or small; what hardship could there be by the defendant being restrained from competing with the plaintiffs in the business he had sold. Counsel referred to the case of *Moinich v. Fenestre*, (1867 Law Times, new series, page 602). In that case an injunction was granted against the defendant from engaging in any trade competing with the plaintiff, although defendant alleged what was apparently a strong point that the articles dealt with by the plaintiff amounted to several thousands and they could not restrain him from carrying on 215 trades all of which he enumerated. Yet an injunction was granted. It was to be noted that in that case counsel for the defendant did not say to the Court, "Of course this is too wide," but he called evidence to prove his contentions and show how wide it was. Perhaps it was a very useful observation made by Lord Justice Lindley in that case on page 605, second column, with reference to the defendant being restrained from acting as commission agent, and it was alleged that such an agent could deal in anything in the world. But Lord Justice Lindley held that the object was to restrain defendant from entering into the employ of any other firm in the same business or making profit in the same way. But the present case was much stronger than that. He thought his friend would admit that in the case of the sale of a goodwill the Court should always be anxious to see that the party transferring the business to another party should not do anything to diminish the value of that goodwill. Mr. Pollock then quoted from the case of *Mallan v. May* (Meeson and Welsby, 666 p.) a judgment of the Court of Exchequer. In this case it was held that if a man in selling the goodwill of a business was not able to restrain himself from competing with it, it would diminish the value of what was sold, and would prevent him from selling to the best advantage. The rule as to general restraint of trade ought not to apply if for the advantageous transfer of the business and the adequate protection of the buyer there was a covenant that the seller would retire from business as the covenant was one the tendency of which was not injurious to the public.

interest. Council then quoted, on the question of public policy, Lord Watson (1894 appeal cases, page 552), who said it must not be forgotten that the community had material interests in the maintaining of the rules of equal rights between man and man, but it suffered very great injury from the violation of these rules. Page 554 of the judgment showed the advance which had taken place in the ideas of learned judges in consequence of the moving forward of the civilisation of the world. The judge, in the case quoted, held that no harm could be done in a restraint which was absolutely necessary for the protection of the public and could not be regarded as any contravention of public policy. His Lordship should bear in mind that in making these observations the judge was dealing with a case where the agreement contained an unlimited covenant as to space, which counsel submitted did not exist in the present case. There was a passage in the judgment of Lord Ashton on page 558 (1894 Appeal Cases) in which he said that the validity of the covenant meant whether it was reasonable and for the protection of the covenantees. Applying those words to this case how could it be said that it was not for the fair protection of the covenantees in the present case that the defendant should be restrained from competing with the plaintiffs in Foochow and Colombo? Counsel submitted that this case could not be said to be unreasonable with regard to space; it was certainly reasonable to the extent to which the plaintiffs wished it severed, that was to say the restraint only to be enforced in Foochow and Colombo, places where Dodwell and Co. were carrying on business which Dodwell, Carlill and Company had assigned to them. Up to May this year the defendant himself was in the employ of the plaintiffs, in this business, and he was in receipt of what the plaintiffs thought was a handsome salary, and he was "au fait" as regarded all the customers, so that the plaintiffs felt that it was necessary that he should be restrained from carrying on the business of a company whose business was of a similar nature to that carried on by the plaintiffs. Counsel did not think it could be possible that it should be held unreasonable that the defendant should be restrained from carrying on such similar business. Counsel cited the case of *Mills v. Dunham* (1891, 1 Chancery Division, page 576); and then the case of *Davies v. Lowen* (64 Law Times, p. 655). In this case, he said, in the agreement the words occurred "the business now carried on or may hereafter be carried on by the plaintiff." It was held that the words "now" to "hereafter" were not reasonable, and the Court severed the words in question and granted the injunction as a reasonable protection. This case, therefore, bore out counsel's contention with regard to severance. Counsel referred also to the *Babische* case (1892, 3 Chancery Division, page 447); and with regard to the question of time instanced the *Hitchcock* case, a judgment of the Exchequer Chamber, *May v. O'Neill* (44 "Law Journal," Chancery), *Palmer v. Mallett* (36 Chancery Division, page 411), and mentioned that there was a case in 56 Law Times Reports (1887). Then in the case of *Price v. Green*, which had already been quoted the period was for life. On the question of ambiguity Counsel again cited Lord Justice Cave's judgment in the case of *Mills v. Dunham*, in which he said that a construction which would make it valid was to be preferred to a construction which would make it void. Counsel also

quoted the principle of construction as laid down by the Master of the Rolls, (1899, 2 Chancery Division, page 225.)

At this stage the Court adjourned until ten o'clock next morning.

Shanghai, 6th October.

On resuming this case at 10 o'clock, Mr. Pollock said that his learned friend, Mr. McNeill, was prepared to make an admission which he thought would dispense with the necessity of their calling any evidence. But before going into that question he (counsel) had one or two points which he would, with his Lordship's permission, just like to make before he closed his address. It would be remembered that yesterday Mr. McNeill referred to the case of *Perls v. Saalfeld*, (1892, 2 Chancery Division, page 149). The real ground on which that case turned was that the Court held that the defendant was not to engage in any business whatever until he had asked the plaintiffs' permission. It applied to all sorts of business, irrespective of whether it was similar to that carried on by the plaintiff, and the Court held that the agreement was unreasonable.

Mr. McNeill said he only cited the case on the point of ambiguity.

Mr. Pollock proceeded to read the judgment and then quoted the case of *Grave v. Barnham* (Law Reports, 18, Equity, page 518), and then the case of *Rogers v. Maddocks* (1892, 3 Chancery Div., page 346). In the latter case, on pages 352 and 353, it showed that the defendant contended that the covenant was too wide and adduced certain evidence with a view of showing the covenant to be too wide. Counsel again referred to the case of *Mills and Dunham* (1891, Chancery, page 576.) and said he was mentioning this case again for the purpose of pointing out to his Lordship that it was a very strong case indeed. The judgment of Mr. Justice Chitty was affirmed by the Court of Appeal. It was a case in which the covenant was between employer and employee; there was no question of the sale of goodwill and therefore plaintiff's case in the present action was stronger. The defendant was liable to be given a week's notice to quit the plaintiff's employ at any time; the covenant was unlimited as to time and also unlimited as to space, in fact the only limit was a limit with reference to customers—persons who had been customers of the plaintiff. That covenant was held good and it was held to apply of course to all business of a similar kind to that carried on by the plaintiff. In the case now before them the words "similar business" occurred just the same; the covenant in the present case did not refer to any business whatever, only business similar to that of the plaintiff. He thought his Lordship would consider that case very carefully. It was a very strong case, though the circumstances were very much weaker than the present one as regards reasonableness of restraint. Then there was a case to which he proposed to refer as it was a recent case—The *Lamson Pneumatic Tube Co. v. Phillips* (91, L. T. Reports, p. 363). The decision of the Court of Appeal given in June last year, and the position occupied by defendant was referred to in the beginning of Lord Justice Romer's judgment. Defendant, as his Lordship knew, was one of the partners in the business of Dodwell, Carlill and Co., and it was part of the arrangement of transfer, as appeared from the particulars filed, that defendant should be employed as manager at Foochow of Dodwell and Co., Limited. He was employed

as such until the 8th of May, 1905. This was, he thought, a strong case, as in the case just referred to an agreement had been held to be good as regards the whole Eastern hemisphere, although counsel for the defence in that case appeared to have somewhat ingeniously argued that pneumatic tubes were not of very much use in Sahara, and other places not mentioned, such as, perhaps, Tibet. Although it appeared from passages in the judgment that plaintiffs had very high hopes of establishing business hereafter over a comparatively wide area, yet the evidence showed that the business of the plaintiffs was almost entirely confined to the United Kingdom. Yet the agreement was held to be not too wide as applying to the Eastern hemisphere. It did, of course, appear in face of the facts urged by Lord Justice Cozens-Hardy that this was a wide restraint. Notwithstanding this the majority of the Judges of the Court of Appeal held that the restraint was reasonable. Counsel submitted that this judgment showed, as he thought all cases for the last thirty years showed, the inclination of the learned judges at home, in view of the advance of modern life, had been to enforce these covenants more and more, in view of the change in conditions of commerce. Referring to this question of the wide nature of the term "Eastern hemisphere," and as showing this modern tendency on the part of the judges, counsel referred his Lordship to what Lord Justice Romer said in the second column of page 369, where he laid down that it must be borne in mind that there were many parts of the globe where business could not be done, and that all these parts were, by implication, not intended. There was no doubt that the learned Lord Justice for the purpose of re-construing the covenant practically read in words that did not occur at all. There was another point. Amongst the relief plaintiffs claimed was damages. He might say at once that plaintiffs fully recognised, owing to defendant's position, he being an undischarged bankrupt, it would be no use to call evidence to show they were entitled to heavy damages. They therefore proposed to waive any claim they might have as to damages. No doubt they would be entitled to some damages even without a special claim, but they would be quite satisfied with the remedy they asked, that was to say the remedy by way of an injunction. Of course as regarded the general law stated by Mr. McNeill, counsel quite agreed that the test his Lordship had to apply was whether the covenant was, or was not, reasonably necessary for the protection of the covenantee. Counsel contended in coming to a conclusion on that matter, as he had submitted in his opening, and as was admitted by Mr. McNeill, it was for defendant to show, as in cases he had quoted, that the covenant was unreasonable. It was for him to show that the covenant was of such a wide nature as to be unreasonable under the circumstances. Unless defendant could show that the covenant which he, a man of mature age, entered into was too wide, the Court would not allow him to escape from his contract. Counsel thought that on this point nothing could be more apposite than the remarks of Lord Justice Lindley, Master of the Rolls, in the case of *Underwood v. Barker* (1. Chancery Div., 1899, p. 305), in which his Lordship held that it lay on defendant to establish some specific ground to show that the covenant was too wide. Every single word of the passage applied to the present case.

Defendant had had undoubted and undisputed benefits. Plaintiffs had obtained judgment for \$54,000 at Hongkong, and that judgment was still unsatisfied. Defendant declared his inability to pay, and became bankrupt. Another benefit he received was that he was employed as manager at a good salary until May this year. He himself resigned from his position as manager. Counsel further referred to Lord Justice Rigby's remarks on the same case (page 380). It would obviously be in restraint of trade if persons were restrained in any way from selling good-will to anyone else by their being unable to restrain themselves from carrying on a similar business. He understood that Mr. McNeill would not raise any objection to Mr. Macleod addressing his Lordship in supplement to his (counsel's) remarks. All counsel intended to do now was to mention an admission which he understood Mr. McNeill was ready to make with a view to shortening time. The admission Mr. McNeill was prepared to make was this: that Messrs. Dodwell, Carlill and Co. were at the date of the transfer of their business to plaintiffs carrying on business as general merchants, and shipping and insurance and commission agents at Foochow and Colombo.

Mr. McNeill—That is the admission I am prepared to make.

His Lordship said that there was one point in regard to that, and that was how much in regard to this case was he supposed to know about Foochow and Colombo? It might be a very material point, and might affect the question of whether Foochow was a small and unimportant place, or had a large trade like Liverpool, etc.

Mr. McNeill said there were twenty to twenty-five firms doing business in the port.

Mr. Pollock thought his friend would be prepared to admit that Foochow did business with nearly every port in the world though of course not comparing with Liverpool. It would no doubt be admitted too, that Foochow was the head office of Dodwell, Carlill and Co.

Mr. McNeill was prepared to admit that.

Mr. Pollock said that plaintiffs' registered office was in London. Dodwell and Co., Ltd., since they took over Dodwell, Carlill and Co.'s business had carried on a similar business.

His Lordship said that was surely admitted on the pleadings.

Mr. Pollock now put in a sealed copy of the judgment obtained against Mr. Moss for what he owed as partner in Dodwell, Carlill and Co. This simply proved his statement that a judgment had been obtained and was unsatisfied. Counsel took it that this was admitted, and that Mr. Moss had not paid and had filed his petition in Foochow would also be admitted.

Mr. Macleod said he only had a few remarks to make, and what he said would relate almost entirely to the construction of the covenant itself. It was necessary for him perhaps to deal a little more fully generally with the whole case, just to show how his points dealt with the points raised by the defence. The test of the case was: what restraint was fairly and reasonably necessary for the protection of the covenant? Proceeding from that he would follow his friend's argument as to in what respects the covenant was unreasonable. The first point was that it was not limited as regards time. The only argument he thought it necessary to raise in answer to that was that it was not unreasonable. It might be in the

case of an employee. It was not in the case of a transfer of business.

He thought the only authority worth citing with regard to that point was the case of *Haynes v. Donan*. He thought it was quite clear from this case that a restraint, unlimited in point of time, was not unreasonable on that ground alone. The next point raised by the other side was that this restraint was world-wide. That contention counsel did not agree with at all. He thought it arose from a misreading of the covenant. (Counsel read the covenant.) It was, he submitted, perfectly clear that the restraint was limited only to any place where the company was carrying on, or might carry on, business. He asked his Lordship to take that reading of the agreement.

Mr. McNeill handed in copies of the clause showing the different readings.

His Lordship understood plaintiffs to contend that the passage meant that defendant should not carry on any business, such as carried on by Dodwell and Co., at Foochow, Colombo, or London.

Mr. Pollock said that plaintiffs' reading did not require the addition of any words.

Mr. Macleod said there was rather an ambiguity there, and the rule which applied in construing covenants must be applied. Looking at the whole covenant it appeared to him to be more reasonable to read that clause in the way suggested by plaintiffs because there would be very little reason for saying he shall not carry on anywhere the business carried on by Dodwell and Co. at the various places named. It would have been sufficient to have said he shall not carry on anywhere the businesses carried on by Dodwell and Co. On this point counsel referred to the case of *Mills v. Dunham* (1, Chancery, 1891, p. 589) and particularly to the judgment of Lord Justice Cave, whom his friend had referred to as the Judge least inclined to consider a document in this way. So much for that point. Counsel did not think it necessary for him to deal with the question of severing Foochow if his Lordship accepted plaintiffs' reading of the covenant. The third point argued by the other side was that the businesses in which they sought to restrain defendant were too wide, that the terms merchant, shipping agent, insurance agent, were too wide and included so many businesses and enterprises that restraint was practically unlimited as regarded businesses. Now that was not exactly the right way of putting the argument; for this reason; it was for defendant to show that the businesses which he sold to Dodwell & Co., Ltd., were not correctly described by these terms. If they were correctly described by these terms, and they had it by the pleadings and admissions that these were the businesses carried on, and carried on at present, was it unreasonable to restrain defendant from carrying on these businesses? Counsel submitted that if his learned friend intended to raise that point he must contend that merchant was a wider term than necessary to describe all the businesses carried on by Messrs. Dodwell, Carlill, & Co. Of course plaintiffs in their prayer for the injunction intended to state clearly the exact businesses in which they wished to restrain defendant. These businesses were meant to describe those carried on by Dodwell & Co. and Dodwell, Carlill & Co., and to describe the whole of their businesses. On that point he would refer to a case he thought his Lordship had already been referred to, the case of *Moenich v. Fenestre*

(67, Law Times). The point was taken there that plaintiff would have restrained defendant from carrying on 215 trades. The decision was simply that plaintiffs were commission merchants, and that it was perfectly reasonable to restrain defendant from carrying on business as a commission agent. The point was that it was perfectly reasonable to restrain a man from carrying on a business in which he was most concerned in his relations with the plaintiff. In regard to the construction of the contract, counsel referred to *Dubowski and Son v. Goldstein* (1896, 1 Q. B., p. 481), and also to *Underwood v. Barker* (1899, 1 Chancery Div., 306) in which Lord Lindley in his judgment dealt with the particular objects set out in the contract. His Lordship had already heard one authority that these agreements must be construed according to the object sought in *Haynes v. Donan*. Counsel's points were that, in construing these agreements reference must be had to the subject matter and the objects sought to be obtained by the parties. Counsel next quoted the case of *Barker v. Hitchcock* (39 Chancery Div., p. 920). In this case it was never suggested that the agreement could be read as having regard to a particular kind of business, and it had been submitted that if that argument had been taken the case might have been decided otherwise. He submitted there was a better argument in that case—with regard to the particular kind of business. In a previous case, *Avery v. Langford* (Law Journal 1854, Equity, p. 837); it was argued that it meant any business of the same kind, and in view of the decision in this case it was possible that had that argument been used the result in the case of *Barker v. Hitchcock* might have been different. It had frequently been the case that judges had taken the view that reference must be made to the object to be obtained. The case of *Hood and Moore, Ltd. v. Jones* (81, L. T. Reports, p. 169) was interesting. Lord Justice Cozens-Hardy gave a short judgment, and with regard to the subject matter in construction, it was only another way of stating the rule that the judge had to look to the intention of the parties. From this case he thought it quite clear that the construction placed on the covenant by defendant was not a right one. As his Lordship knew, documents of this kind were seldom punctuated, and if the agreement, by inserting commas, could be read, it was an argument in favour of plaintiffs' reading as against the addition of a word. His friend would probably argue that he had not put in a word—he simply added one to make the meaning clear. Still it was quite clear without the necessity of putting in a word. If his Lordship adopted the plaintiffs' construction there was nothing to show that the restraint was wider than was necessary for the protection of plaintiffs' business. Mr. McNeill had stated that he was taken by surprise with regard to "shipping." Counsel did not think that made very much difference to his learned friend's argument, and he submitted that the burden on the defendant had not been discharged and that therefore an injunction should be granted in the terms prayed for.

Mr. Ellis said he would deal with the first point dealt with by Mr. Pollock and Mr. Macleod—the question as to the world-wide restraint of the covenant in question. Mr. Macleod had stated quite clearly the respective constructions put on this contract by plaintiffs' and defen-

dant's counsel. The plaintiffs' counsel had quite rightly stated the construction that defendants had put upon this agreement to be that defendant could not carry on anywhere businesses similar to that carried on by plaintiffs. Plaintiffs said the restraint only applied to Foochow, Colombo, and London. That was exactly how the case stood. That being so it was for his Lordship to decide which was the proper construction. Counsel contended that if his Lordship looked at the clause as it stood, he would see no reason for not accepting defendant's reading. It was suggested because this construction seemed wide and hard that therefore it was not the intention of the parties at the time the covenant was entered into. He thought his Lordship would not be satisfied unless that was proved by the plaintiffs. They had in this contract a distinct and clear statement. The words were perfectly simple and ordinary. He did not think that in taking that construction he was in any way forcing the sense or in any way indulging in a quibble about the matter. He thought it was the duty of the Court to take the agreement and read it in the ordinary way. He submitted that plaintiffs could not seek to introduce, at this stage, brackets and commas into a contract which he contended was, from the very first, a bad contract. He was prepared to admit that if plaintiffs' reading was adopted by his Lordship the arguments and cases cited by the plaintiffs' counsel were quite good and relevant. Defendant, however, maintained that the covenant as it stood at present was of world-wide restraint, and therefore not reasonable. The next point he would deal with was in regard to the divisibility of businesses. He was prepared to admit that, according to the cases cited the Court could reduce restraint as to space, but could the Court remove restraint, say in the case of a redundant business, or multiplicity of businesses? This was a case in which the Court was asked to carve different businesses out of what he thought might be fairly described as commerce. Defendant contended that the restraint practically included the whole of commerce, and that defendant had undertaken by this contract to finish with commerce entirely. In support of that he would cite a case which had recently been tried in that Court before Sir Hiram Wilkinson.

Mr. Pollock protested against the citation of a new case.

Mr. Ellis asked his Lordship to consider the case of Hall and Holtz v. Rickard. It was similar to this case, in that it was argued that the restraint was world-wide, and among the questions the Chief Justice was called upon to decide was with regard to the severance or divisibility of the businesses.

His Lordship asked for the terms of the restrictive clause.

Mr. Ellis quoted the clause. In that judgment, which was a very lengthy one, his Lordship set out the agreement in question. If his Lordship followed that case he would find it difficult or impossible to effect a severance. The next point he wished to say a few words about was with regard to time. On that he would refer his Lordship to a little work on Contracts in Restraint of Trade, by Arnold Jolly.

Mr. Pollock thought that text books should not be cited.

Mr. Ellis acquiesced and referred to the case of Underwood v. Barker. He wished to draw his Lordship's attention to the fact, that although not decisive tests as to the validity of

a contract, time and space must be always very important factors in the consideration of the reasonableness of the contract. In that case the point was raised that where the limit as to space was a wide one the time limit became an important factor. That was the point he asked the Court to consider in this case. Here they had a contract which was admitted by plaintiffs' counsel to be unlimited as to time and also as to space.

Mr. Pollock said he only admitted that it was unlimited as to time.

Mr. Ellis replied that he also contended that it was unlimited as to space, although, of course not unlimited as to space in the relief sought for. The covenant itself was practically unlimited as to space. With regard to the Lamson Pneumatic Tube Co.'s case, and the restraint over the Eastern hemisphere, his Lordship would bear in mind that there was a limit as to time. There was one other point he thought perhaps he ought to deal with, and that was the case of the Leather Cloth Co. cited by Mr. Pollock on the preceding day. Mr. Pollock had said that the contract in that case was a very wide one, extending to Europe as well as the United Kingdom. Mr. Pollock quoted it as an authority on severance, but counsel did not agree with his contention.

Mr. Pollock said he did not rely on that case.

Mr. Ellis said there were no more points to which he wished to refer, but he would like to go back for a minute to the case of Hall and Holtz v. Rickard, where the contention which he asked his Lordship to bear in mind as to the reasonableness of the covenant was referred to. His Lordship had, he submitted, really three points to consider. These three points were clearly set out in Sir Hiram Wilkinson's judgment (which counsel quoted at length). He submitted that considering all the facts of the case his Lordship would come to the decision that the restraint asked for was unreasonable, and in restraint of trade, and that that being so it was void in law and not binding on defendant.

Mr. Macleod said that he would like to say a few words with regard to the case of Hall and Holtz v. Rickard, in which he was engaged as well as Mr. Ellis. He quite agreed with his learned friend with regard to the paragraph in which the restrictions were imposed. The one point on which this case really turned was the sentence in the covenant reading "other business in the same line as the Company." The learned Chief Justice in construing that construed it to mean business other than that in which plaintiffs sought to restrain him. The decision was in the "North-China Herald" of 3rd March, 1905, p. 448. Really the question in that case was one of construction. What the Chief Justice did was to refuse to separate the businesses in the first stipulation from the others.

His Lordship said he would give judgment on Monday morning and the Court adjourned.

JUDGMENT.

9th October.

The facts of this case as admitted or as appearing on the record are as follows:

Prior to the year 1900 the firm of Dodwell, Carlill and Co. of which the defendant was a member, was carrying on business at Foochow and Colombo as general merchants and shipping and insurance and commission agents. By an agreement dated the 29th of November 1900 George Benjamin Dodwell and the defendant, who at that date appear to

have acquired all the interest in the firm of Dodwell Carlill and Co., assigned to the plaintiffs the goodwill of that business at Foochow and Colombo. The defendant received £1,000 in cash for his share of the goodwill, which in certain events which happened was to be refunded, and became the manager of the new firm at a salary of £1,000 a year with a yearly increase of £50. I am unable to find that the defendant was a shareholder in the new Company, but it would seem that he is not, but he has received the sum of £1,000 which is liable to be refunded and has been manager of the new Company in Foochow down to the 8th of May last, when he resigned of his own free will, and has commenced business in Foochow, either alone or in partnership with others under the title of Moss & Co., Ltd., that business purporting, by an advertisement of the firm of Moss & Co. of the 30th of May, to be of exactly the same nature as that carried on by the plaintiffs and their predecessors Dodwell, Carlill & Co.

Article 4 of the Agreement of the 29th of November 1900 is as follows:—"Each of the vendors hereby agree with the Company that he will not at any time hereafter while the Company shall carry on business either solely or jointly with or as manager or agent for any other person or persons or company directly or indirectly carry on or be engaged or concerned or interested in any business of a similar character to any of the businesses carried on by the Company at Foochow or Colombo or London or any other place where the Company has heretofore carried on or shall hereafter carry on businesses or open a branch or agency and that he will not permit or suffer his name to be used or employed in carrying on or in connection with any such business as aforesaid save so far as he shall as a member of the Company be interested or as officer or servant or agent of the Company be employed in the business of the Company."

Under this Article the plaintiffs now seek for an injunction restraining the defendant so long as the plaintiffs carry on business there from carrying on at Foochow or Colombo the business from which he contracted to abstain.

The defendant admits the agreement and his breach of it, but pleads that the agreement is in restraint of trade, opposed to public policy and therefore void.

The principal difficulty in this case is the construction of the agreement which may be read in two ways. According to the defendant's contention the words "at Foochow or Colombo, etc." refer to the business carried on by the Company thus leaving the area in which defendant is not to carry on business undefined or world-wide, while the plaintiffs contend that the words "at Foochow and Colombo etc." do not relate to the business but specify the places at which the defendant is debarred from competing with the plaintiffs. There is no evidence to show which of these constructions was in the mind of the parties at the time the contract was made, and grammatically either interpretation is possible.

The law as to contracts in restraint of trade is well settled. A clause in an agreement such as that before me will be held good or bad as it is reasonable or unreasonable; and the test of its reasonableness is whether it is necessary for the protection of the covenant in respect of the business which is the subject matter of the contract. Taking the defendant's reading as correct, I find an agreement that he will not so long as the plaintiffs carry on their business, which may be for

ever, directly or indirectly carry on or be engaged or concerned or interested in certain businesses; now what are these businesses? To begin with the business of general merchants and shipping and insurance and commission agents, as those were the businesses carried by the plaintiffs at Foochow, Colombo, London or elsewhere; then further the businesses carried on at any other place where the plaintiffs may hereafter carry on business. As there is nothing to restrict the business they may engage in the future this last adds to the already considerable number of businesses from which the defendant is excluded an undefined and elastic number of trades and might well be said to prevent the defendant from ever doing anything again at any place. This would, of course, be an unreasonable restriction, but it is so unreasonable that, if the clause will bear another construction, I should hesitate to adopt it as being that intended by the parties. Now the plaintiffs' construction is free from this difficulty; they say so long as we carry on business you shall not carry on or be interested in a business of the same nature at Foochow, Colombo or London, or elsewhere where we have carried on business, or elsewhere when we may carry on business. It is sufficiently wide, it may or may not be good in law, but it is not ridiculous. The plaintiffs say "if you adopt our reading of the clause we ask you to say that it is a severable contract and that we are entitled to enforce such part of it as is good." It was scarcely argued by the defendant's counsel that this is not a severable contract; in view of the cases of *Mallan and May*, *Price v. Green* it clearly is divisible. The plaintiffs accordingly say "we don't ask you to decide as to the reasonableness of the whole clause but we rely on the covenant not to carry on in Foochow or Colombo business such as we carry on there, and it is for the defendant to shew that this is unreasonable." What are the facts? The defendant joins in selling the goodwill of a business and becomes the manager of the new Company to whom that business is sold. It is a business of wide scope and is carried on at the two important sea ports of Foochow and Colombo, it is a business which must require a large amount of correspondence, and the defendant, who was first vendor and then manager of this business, is in a position of great confidence both with his employers and their correspondents. Can the defendant show that a covenant restraining him from entering into competition with his employers at the place where they carry on business is unreasonable? On the contrary I think his conduct is calculated to seriously injure the plaintiffs in their enjoyment of what he sold to them and in their business with which he has contracted not to compete; this covenant is reasonable and is therefore enforceable.

Now we have two constructions, one offered by the defendant, which if it is not absurd, is such as to render the covenant void, another offered by the plaintiffs, which, at all events as regards that part on which I am asked to pronounce, is intelligible and such as to render the covenant enforceable. In default of more I must give it the construction by which *res magis valeat quam pereat*.

The plaintiffs are therefore entitled to an injunction restraining the defendant in the terms prayed, save that the words "a general merchant or of a shipping insurance or commission agent" must be substituted for the words "life marine or fire insurance or merchant shipping

agent or commission agent." The defendant must also pay the costs of this proceeding and of those in connection with the proceedings for an interim injunction.

Shanghai, 9th October.

C. B. KAYE v. W. H. BOYD.

This was a case which had been adjourned for some months pending the receivers' report on the parties' partnership in the business known as the Shanghai Wine, Spirit, and General Supply Association.

Mr. Morgan Phillips appeared for plaintiff; Mr. D. McNeill for defendant.

Mr. Morgan Phillips said that plaintiff's petition asked for an account to be taken of his partnership with defendant in the above concern. Receivers were appointed, and after some time they had brought in their report of the accounts. A serious issue, however, arose over these accounts, and the receivers in sending in their report to the Registrar wrote that among the items of the Association's liabilities was a claim from defendant for \$60,556.50, against which he held goods valued at \$19,000. The receivers could not undertake to express an opinion as to the validity and otherwise of this claim. The issue the Court would really have to decide was whether the Association was owned by Boyd, Kaye & Co., or by W. H. Boyd and C. B. Kaye individually. Counsel then outlined the circumstances of the parties' partnership in the firm of Boyd, Kaye & Co. In May 1901 the firm of F. G. Keeling & Co. was formed. There were four partners, — F. G. and W. J. Keeling and plaintiff and defendant. (Counsel put in the partnership agreement.) This was an entirely separate business from Boyd, Kaye & Co., who were to act as buying agents for the new firm and not to charge any commission on goods purchased from manufacturers for whom they were agents. More capital was required and provided by plaintiff and defendant. When plaintiff was in England an arrangement was come to by which the Keelings were to be bought out, their capital being returned to them in monthly instalments. Accounts of the business were, about this time, prepared by Mr. Leake, one of the receivers in the present case. These accounts showed a debit by Keeling & Co. to Boyd, Kaye & Co. of upwards of \$14,000. When plaintiff returned to Shanghai he refused to accept these accounts, as they were, he said, prepared on a wrong basis. He contended that the liability of Keeling & Co. was to Kaye and Boyd individually, and not to Boyd, Kaye & Co. The name of the business of Keeling & Co. was altered to the Shanghai Wine, Spirit, and General Supply Association. The business went on and goods were supplied by Boyd, Kaye & Co., salaries and expenses being paid by the firm's cheque.

His Lordship understood that at this time there were two partnerships between the parties with different objects.

Mr. Phillips said it was agreed that in the account books of the Association there should be an entry headed "Boyd, Kaye & Co., for account of W. H. Boyd and C. B. Kaye." That account showed the dealings between the Association and Boyd, Kaye & Co. Unfortunately there were no divisible profits, relations became strained between the parties, and in May 1903 Mr. Boyd went to England. (Counsel then read through a number of letters which had passed between the parties.) From this correspondence counsel contended that the view of the parties was that the Associa-

tion was their property, individually, and entirely a separate concern from Boyd, Kaye & Co. To-day it seemed that defendant came into Court hoping to prove an entirely opposite view.

Mr. McNeill said that defendant contended that the businesses were absolutely separate, and there was therefore no issue on that point.

Mr. Phillips read further correspondence, dealing with the dissolution of partnership in the firm of Boyd, Kaye & Co., and put in the dissolution of partnership deed. By it Mr. Boyd took over all the assets and liabilities of Boyd, Kaye & Co., and there was no allusion whatever to the Wine and Spirit Association.

His Lordship asked if the Association still continued to exist.

Mr. Phillips said it did. There was the usual stipulation in the deed, whereby each of the parties released the other from all actions, proceedings, or claims, etc., in relation to the partnership. In the accounts sent in by the receivers of the Association it appeared that Mr. Boyd, as successor to Boyd, Kaye & Co. claimed \$60,000 from the Association, less certain goods which he had in his hands. By that claim, if substantiated, Kaye would have to pay \$30,000 to Boyd, and have no share whatever in the assets of the Association which were estimated at something like \$19,000. If that were the case was it likely that Kaye would have accepted £1,000 for his share in Boyd, Kaye & Co., immediately becoming liable for \$30,000. Kaye refused to agree to a proposal by Boyd that a clause should be inserted in the deed whereby it was agreed that claims could be made by Boyd, Kaye, & Co. against the Association and vice versa. Had he agreed to this he would have had no share in the assets. On the 5th of May, 1904 Boyd wrote to Kaye suggesting they should meet to discuss the affairs of the Association, as if they went into liquidation everyone would be let in. The first intimation the plaintiff had of defendant's claim was in a letter from Stokes and Platt dated 21st of June, 1904.

His Lordship asked what was the nature of the present action?

Mr. Phillips said it was to determine the nature of the accounts. They were in difficulty over the receivers' report and had therefore come into Court.

Mr. McNeill said he thought he had better explain what was really the issue. Here were two persons in the Wine and Spirit Association as partners, and also partners in the business of Boyd, Kaye & Co. Under the dissolution agreement Boyd took over the assets. What counsel was going to ask his Lordship to say was that the business of the Wine and Spirit Association was the business of W. H. Boyd and C. B. Kaye as individuals. W. H. Boyd & Co. were successors to Boyd, Kaye & Co. If as a matter of fact the sum due from the Wine and Spirit Association was due to Kaye and Boyd there would be nothing to pay. Defendant said the firms of Boyd, Kaye & Co., and the Wine and Spirit Association were entirely separate concerns. The details of the accounts were not disputed. If Kaye did not owe this money to Boyd, Kaye & Co. Boyd had to pay it.

C. B. Kaye, sworn, gave the evidence outlined by Mr. Phillips and in addition said he was now partner in Kaye, Jervis & Co.

In the middle of his examination-in-chief, the Court adjourned for tiffin.

On resuming, witness identified the ledger account of Messrs. Boyd, Kaye & Co. in the ledger of the Shanghai Wine and Spirit Association. Witness proved correspondence, and handed in the partnership agreement of Messrs. Keeling & Co. During the existence of the Association there were no divisible profits. Later relations between witness and Mr. Boyd became strained. Witness read extracts from a letter written from London by Mr. Boyd in September, 1903, in which he said that the business of the Wine and Spirit Association was entirely separate from that of Boyd, Kaye & Co. In reply to this letter witness cabled to Mr. Boyd, and several telegrams followed. The dissolution of partnership was suspended until Mr. Boyd returned, when a deed of dissolution, produced, was drawn up on the letter of the 11th of December. If it had been suggested that the Association account was to stand undebited to Boyd, Kaye & Co., witness would not have accepted these terms; he would have expected to go another £4,000. Witness explained the various accounts in the firm's books, and produced a letter from Mr. Boyd containing two clauses which he proposed to be inserted in the dissolution agreement. Witness rejected both clauses. He declined to have the clauses inserted because Boyd, Kaye & Co. held goods of the Wine Association in excess of the value of the goods held by the Wine Association of Boyd, Kaye & Co. Further correspondence was gone into, and witness said he could give reasons why he did not accept the accounts.

Cross-examined—While Mr. Boyd was in London witness stated in his telegram to him that the assets of Boyd, Kaye & Co. were £14,000, and the liabilities £9,000. It was at this time that witness offered to accept £1,000 as his share in the business on dissolution. Witness believed to the best of his knowledge that the statement of assets and liabilities which he stated in his telegram was correct. At the time of the dissolution of partnership the liabilities exceeded the assets, to the best of his belief. If the accounts had been gone through at the time of the dissolution it would have taken an auditor four or five months, whereas they had to dissolve in a week. At the time of the dissolution of partnership a balance was struck between the Wine Association and Boyd, Kaye & Co. and it was found that the balance was in favour of the Wine Association. It was not true that witness wanted to dissolve partnership in Boyd, Kaye & Co. because they owed a large sum to the Wine and Spirit Association in which firm he was a partner. He had not told any person in conversation that Boyd, Kaye & Co. owed the Association a very large sum, or a large sum. They owed a sum of money but not a large one. Counsel then took witness through the accounts.

Re-examined—What he said in the telegram with reference to the liabilities and assets of Boyd, Kaye & Co. was stated according to the best of his knowledge and belief at the time. The Shanghai Wine and Spirit account in the books of Messrs. Boyd, Kaye & Co. showed what was the real amount of capital the partners had invested in the Association. Witness considered that on a dissolution on the terms he had stated, he was entitled, as a partner in the Spirit Association, to half the assets and half the liabilities of that Association. Witness did not keep the books

of the Association, but he had a good knowledge of them.

The case was adjourned to next day.

Shanghai, 10th October.

Mr. Morgan Phillips said he could now produce the telegrams asked for the preceding day.

C. B. Kaye, continuing his evidence, read the telegrams which had passed between defendant and himself.

Mr. McNeill then asked to be allowed to interpose and put one of his witnesses, into the box.

F. G. Keeling, sworn, identified a letter from Boyd to himself, dated the 28th of August, 1902, offering to buy him and his brother out.

Cross-examined—There was an arrangement to pay back the capital they had invested by monthly instalments. That was the arrangement mentioned in the letter. Witness had to come to Court to get the money. He brought action against plaintiff and defendant separately and obtained separate judgments against them.

Mr. Phillips said that when the Keelings went out of the firm no new articles were drawn up; they went on under the same articles though shortly afterwards the name was changed.

His Lordship asked whether it was common ground that the partnership now before the Court was carried on the same ground as Keeling & Co.

Mr. Phillips said it was not, as he contended there was an understanding as to capital advanced by Boyd & Kaye. Otherwise the business was carried on on the same lines. He would say the agreement must have lapsed.

Mr. McNeill said the accounts had been taken under that agreement. He thought Mr. Phillips would agree that the receivers were furnished with a copy of the agreement.

Mr. Phillips did not know.

H. W. H. Wolfenden, sworn, stated that he was now a partner in Kaye, Jervis & Co. He was sub-manager in Keeling & Co. until the Keelings retired, when he became manager of the Association. Mr. Boyd appointed witness in Mr. Kaye's absence in England. He understood the business belong to Messrs. Boyd and Kaye individually. When Mr. Kaye returned witness showed him through the premises and the books and the account taken by Mr. Richards. Mr. Kaye took exception to the account.

Cross-examined—Mr. Leake was one of the receivers. Witness was at one time in Mr. Leake's office and they were then working on the books of Messrs. Boyd, Kaye & Co. Witness was then in Mr. Leake's employ. Witness joined the firm of the Wine and Spirit Association in 1901. He remained with the Association until after Mr. Kaye's return. He was employed in the offices of Boyd, Kaye & Co. for a month or a fortnight in the interests of the Association. He did not work for Boyd, Kaye & Co. more than a month after he had entered the Association's employ. Witness therefore had no knowledge of the relations between Mr. Leake and Messrs. Boyd, Kaye & Co. during the time he was in the employ of the Wine and Spirit Association.

This concluded Mr. Phillips's case.

Mr. McNeill said there was a certain sum due from the Wine and Spirit Association to someone. Plaintiff contended it was from himself and Mr. Boyd to himself and Boyd. If that was so he would have nothing to pay. Defendants' contention was that he and Kaye as proprietors of the Association owed this money to the firm of Boyd, Kaye & Co. If that were so

Kaye sold half of the amount. There was one other possible case and that was if the Wine and Spirit Association actually belonged to Boyd, Kaye & Co. If that were so there would be no liability on Kaye's part under the terms of the dissolution. It was, however, common ground that it was not the property of Boyd, Kaye & Co. Counsel's contention was that in any dealings of the Wine and Spirit Association with Boyd, Kaye & Co. the former were regarded as customers of the firm, except in so far that when acting as buying agents, under the agreement by which F. G. Keeling & Co. was started, they charged no commission for articles bought from firms which they represented. Counsel submitted that his contention would be borne out by the way in which the books were kept. Of course it was quite true that, besides acting as buying agents, Boyd, Kaye & Co. nursed the little concern, which, as Boyd said, they had started to encourage their business. When the Association found itself unable to pay wages, etc., means were found by the firm. Folios 133 and 11 of the Association's ledger showed an entry just as if the Association was an ordinary customer of Boyd, Kaye & Co. The account stood in the name of Boyd, Kaye & Co. In the heading used elsewhere there was a notable difference in the ink used, and the heading looked fresher. Counsel would call two witnesses who saw the books when that heading was not there.

Mr. Phillips said there was no doubt it was an addition.

His Lordship said it did not affect Mr. McNeill's position at all what the relations of Boyd and Kaye vis-a-vis were.

Mr. McNeill said that if what appeared in the books was correct the loans were made between the Association and plaintiff and defendant jointly. Passing from the books counsel proceeded to deal with the letter written by Boyd on the 22nd of May 1903. It contained Boyd's statement of the case as he now put it before the Court.

His Lordship said a good deal had been said about the relations between the parties, but it seemed to him that that did not touch the relations between the Association and Boyd, Kaye, & Co.

Mr. McNeill said that Boyd, Kaye & Co. sold goods to the Association, and that there was still a balance unpaid by the Association for these goods. Supposing any sums were required for capital it was quite easy to see how they would have appeared in the books. The letter stated the position Boyd took up, and it had never been answered. There was another matter dealt with in the correspondence and that was—how far plaintiff at any time until recently took up the position that the debt was due to himself and Boyd as individuals. Counsel referred to Boyd's suggestion that Boyd, Kaye & Co. and the Association being distinct these was no reason why claims of one against the other and vice versa could not be taken up. At the time the dissolution took place, according to counsel's instructions, plaintiff thought there was a very large sum due to the Association from Boyd, Kaye & Co. At that time he was not prepared to wipe out these claims. Another point was with regard to Kaye's story that he had objected to the way the accounts were kept. If he had done so why did he not formulate his objection to Mr. Leake. This was the more curious when it was remembered that Mr. Leake had been in close touch with the businesses of both parties. Mr. Leake would say that this objection was not mentioned to him until the dissolution. Boyd would positively deny

that any such arrangement was made with regard to the accounts. With regard to Boyd's letter in which he said all monies were to be charged in equal proportions to the accounts of W. H. Boyd and C. B. Kaye, counsel submitted that this meant that if further capital were required it should be put in with a Boyd, Kaye & Co. cheque and each be debited by the amounts in their private accounts. Counsel was at a loss to see what argument could be based on the 6th clause in the dissolution agreement. It was the ordinary clause inserted in agreements of this kind and had not any reference to the Association. The present claim was certainly not covered by it.

W. H. Boyd, sworn, said while he and plaintiff were in partnership and in plaintiff's absence in 1902, he entered into negotiations with the Keelings with a view to buying them out. Witness did so owing to some disagreements and their disinclination to put further money into the business. Before buying them out Mr. Leake had just prepared accounts, but not in connection with this dissolution. Mr. Leake had been appointed auditor to the company. (Identified account). The sums mentioned there, amounting to about \$14,000, were due from Keeling and Co. to Boyd, Kaye & Co. and entered. Witness never heard Kaye object to this entry; it was accepted so far as witness knew. There was no discussion on Mr. Kaye's return as to keeping the transactions between the Wine and Spirit Association and Boyd, Kaye & Co. on different lines. There was no discussion on Mr. Kaye's return or at any time. He did not suggest the transactions should be entered under a different heading. Kaye never led witness to believe that transactions between Boyd, Kaye & Co., and the Wine and Spirit Association were different from transactions between the former and other firms. Witness gave notice of dissolving partnership in the Wine and Spirit Association on the 3rd June, 1904. At that time witness was under the impression that the Association owed Messrs. Boyd & Co., a good deal of money. He did not know what Mr. Kaye's impressions were. Witness saw the Wine and Spirit Association accounts and they seemed inadequately kept.

Cross-examined—Witness went to England in May, 1903. He did commence business in London before he knew of the dissolution. He did not inform Mr. Kaye. Witness wired on the 23rd of January 1904 that he had a friend who was willing to purchase Kaye's partnership. Witness was aware that the firm of Boyd, Kaye was in a precarious position. He could not say how much they had overdrawn. His information came to him from outside sources. Kaye gave no answers to his general enquiries. The books were entirely left to Mr. Kaye. Witness was not well versed in book-keeping. The letter referred to as giving instructions with regard to the book-keeping was witness's letter from Singapore. Witness did not consider the question of the appointment of an auditor; he wanted the matter settled as soon as possible.

At this stage the Court, on the application of Mr. Phillips, adjourned until Monday next.

COMMENDATION FROM BENCH AND BAR. Shanghai, 11th October.

When his Lordship took his seat in Court the Crown Advocate (Mr. H. P. Wilkinson) rose and addressed his Lordship as follows:—May it please your

Lordship. I wish to mention the case of Rex v. Chanda Singh. At the time when the case of Rex v. Chanda Singh, Sultan Singh, and Verhava Singh was before the Court and the issue of life and death was being tried, the matter was of so grave a nature that it would not have been seemly for me to draw the Court's attention to a minor matter—the assistance that had been rendered to the law officers of the Crown by certain officers of the Municipal Police. The accused in that case have suffered the penalty of their crime with but one redeeming mark—that of fortitude—and I am glad to say that one of them confessed his crime and the other two did not deny it. In that case the crime was committed outside the jurisdiction of the Shanghai Municipal Police: it was in China on private property owned by a British company. It was not in the jurisdiction of the River Police, although the spot where the body was found was. That being so there might well have been a conflict of authority, and there might have been, too, conflict of jurisdiction in minor matters. There was some slight delay. The thanks of the Crown are due to Inspector McDowell and to the Indian Jemadar, Verdam Singh, who both in their respective offices took risks which they were not called upon to do. Inspector McDowell is well-known here, to the Court and to the Municipal Council, and it is not for me to say much as regards his past career and his rapid promotion. He took a grave responsibility in this case upon himself, and it was due to his initiative that the accused were arrested at all. The risk he ran was that of being told that he had exceeded what was technically his duty, and by so doing had committed a grave error. It is very largely due to the fact that he succeeded, that the prosecution was possible at all in that case. As regards the Jemadar, he, like the accused, is one of our Indian fellow subjects, and the risks he ran were more, physically, than perhaps those run by Inspector McDowell, but he did his duty absolutely undeterred by risks of which he was very well aware and of which the Court had unwilling evidence in the application it was necessary for me to make to the Court the very day before the trial. I think it is my duty to lay these matters before your Lordship for such action as your Lordship may think fit.

His Lordship replied.—Mr. Crown Advocate. I cannot take any action as you suggested but I am obliged to you for having called my attention to the conduct of these officers, which was exceedingly meritorious and of great value to the Crown. With regard to Inspector McDowell I do not know that it is necessary for me to say more than this; he did what I should take it from his conduct previously in this Court he would do; he did all that I should have expected him to do, and he did his duty well. No doubt the Municipal Council know the value of such a responsible officer as he is and what he can do, but if there should be anything that I can say, it will be said. With regard to Verdam Singh, the Jemadar, his position was the more difficult one. A certain number of his countrymen, with whom he was expected to feel sympathy, were charged with the crime of murder. He did his duty throughout the case fearlessly and without any favour which he might possibly have been expected to show. Under the circumstances I think his conduct was highly meritorious and I think

an expression of my opinion on the subject should be communicated to the Municipal Council who are his employers. I give direction that this shall be done either through the Registrar or through you, Mr. Crown Advocate.

Crown Advocate—Yes, my Lord.

His Lordship—Perhaps you will write then yourself, Mr. Crown Advocate.

Crown Advocate—Yes, my Lord. I will do so.

R. v. STACKEN SINGH.

Stacken Singh was indicted for that on the 12th of August at Hsuchiataokou in the Feicheng district of Shantung he did feloniously kill one Hsin Ho-cheng.

Prisoner pleaded "Not Guilty."

The following jury was empanelled to try the case:—Messrs. A. McD. Slark, W. K. Stanion, L. Midwood, R. H. Gaskin, and F. A. Cumming.

One juror was excused on sending a medical certificate.

Mr. H. P. Wilkinson, Crown Advocate, prosecuted.

Mr. T. Morgan Phillips said that with his Lordship's leave he appeared to watch the proceedings on behalf of the Governor of Shantung, and he did so with the acquiescence of his learned friend.

Mr. Wilkinson said that he understood that the prisoner was undefended. The jury had heard the indictment on which the accused was charged read out, by which he was charged with manslaughter. Counsel proceeded to tell the jury what the law, without technicalities, was on the crime of manslaughter as compared with that of murder, and the difference between manslaughter and an accident that caused death, and between murder and death caused in the course of discipline such as the hanging of a man in the execution of the orders of the Court. The jury had to consider whether what the accused man did was something which happened in the course of a minor wrong, not a felony, or whether he had acted in such a way as to justify them, under his Lordship's guidance, in finding a verdict of manslaughter. They had to decide what he did or did not do, his position at the time, and the surrounding facts. The deceased man was a Shantung boatman in charge of a fairly large boat trading between Chinanfu and other places in the interior of Shantung. There was no doubt that this man died as a result of the firing, or letting off of a rifle which was in the hands of the accused. It was for the jury to say which it was. The story of the case was that, as the jury knew, by arrangement and a convention with China, coolies were shipped off to South Africa to the mines, and this necessitated agents being sent up country to get people and arrange transport, etc. The accused was employed at one of the agencies down here to arrange for the shipping of coolies to South Africa. He was not in any official position, however, and what he did in Shantung he was bound to do legally and quietly, just the same as any other British subject. The accused had with him a gun (rifle). Many people went up country with a gun and as far as counsel knew there was no Imperial provision with regard to such firearms. He did not think the jury need worry about whether the accused ought to have been carrying a gun any more than if he had been carrying it on the Bund, because if he had many licences to carry a gun, it would not be justifiable for him to shoot a man. The method which the accused adopted was this:—He had a head Chinaman and went round and

gathered up men whom he engaged and also men whom other people had engaged. When he had gathered these coolies together he commandeered boats and paid the people for them. He commandeered the deceased's boat and put his coolies aboard and ordered them to go in the direction of Chinanfu. When they were in a canal about midday he took steps to get two other boats which were there to carry his coolies. He had already brought the coolies some 140 li in this boat. When the boat was moored the Indian landed with his rifle and ran along the bank towards the other two boats, but he did not manage to get to them as they made off. He then returned to the deceased's boat and told him to hurry up and catch the two boats. It was upon what followed that the evidence was inconsistent. Some of the witnesses said that the accused was running with the rifle at the trail when it went off, while others said that he was running with it and shouting out to the deceased that he was to hurry up to catch the other boats, and if he did not do so he would shoot him. There was a certain conflict of evidence and it was for the jury, under his Lordship's direction, to consider it and decide whether or not the discharging of the rifle was accidental. It was not a necessity that if a man said "I will shoot you" and the rifle went off, accidentally, that he was guilty. Did the accused fire at the deceased because he was displeased with him, or did the rifle go off in his rush back to the boat? The accused had commandeered the boat,—that was a wrong thing to do,—but there was evidence that he paid for the last one that he commandeered. These people had, apparently without resistance, acted as his boatmen, but he wanted them to hurry up so that he might catch the other boats, with whose crew, no doubt, he intended to make a forced bargain. The case had been sent down by the Provincial Court and in that Provincial Court all the witnesses who heard anything of the facts were called by the Chinese local officials. Some of the evidence of the witnesses was more favourable to the accused than others—some went to show that the shooting was accidental. The jury would hear these witnesses and it was necessary for counsel to call all the witnesses and let the jury know all the facts of the case.

Kwo Chun-tse, a blind man, one of the deceased's boatmen, said when he was at Hsuehataokou two and a half months ago he could see, but after the shooting of the deceased he was kept in custody, during which time he became blind.

Mr. Wilkinson said it was his duty, if possible, to remove any doubts which might arise with regard to what had happened and he had asked the official doctor attached to the Consulate-General (Dr. Marsh) to examine the man. An examination was held that morning without any internal examination, and he said that the eyes were very inflamed and corresponded with internal troubles. There was no evidence of violence having been used to the eyes of the witness, and considering the age of the man and the effect what had happened would have on him it was the doctor's opinion that probably blindness was hurried on by what he had gone through. The doctor would like to make a more detailed examination before saying anything more definite than that.

Witness then continued his evidence. He said he was a boatman. At a place

named Yangshan a foreigner boarded his boat and pressed him to go towards Chinanfu. The foreigner had a number of coolies, over ten, following him. After coming towards Chinanfu for 140 or 150 li the foreigner ordered the ship to be moored near the shore. This was at Hsuehataokou. The foreigner and two other men went ashore, witness being one of them. The foreigner ran towards the east when he got ashore as there were two boats in that direction which he wanted. The Indian carried a rifle as he ran, and failing to reach the boats, as they sailed away when he drew near, he returned to witness's boat and gave orders for the men to get on board and chase the two boats which had sailed away. When shouting to the two boats from the bank the accused had his rifle raised, but he did not fire at them. When the Indian was returning to witness's boat and giving orders for them to hurry up and follow the other boats the deceased was on shore holding a gangway plank which he would have taken up as soon as the Indian had passed over it. There was no intention on witness's part to escape while the Indian was on shore. At the time the Indian was shouting to witness's men to hurry up the rifle went off. Witness showed the Court that the accused was carrying the rifle just above his waist across both hands. The Indian had been running and as he was slackening his speed, but before he could stop, the rifle went off and a man fell dead. The deceased was struck in the chest and blood flowed both from the front and back of the body. When the Indian was running back he had shouted, "Get back on board quick, if not I will shoot you." After the deceased fell the Indian went on board and told his coolies to go ashore. Accused then tried to escape but when he jumped into the water to try to get ashore and escape the crew stopped him. Witness stopped the Indian from escaping as, if he was punished witness could go home peacefully, otherwise the relatives of the deceased would demand money. The relatives of the deceased would, as was natural, demand money for the death of the deceased.

Prisoner said that the witness was blind at the time of the occurrence. His Lordship questioned witness on the point and he asserted that he could see clearly until he was kept so long in the waiting room, when his eyes began to fail him. He had never previously had any trouble with his eyes.

By His Lordship: The Indian did not pay witness a cash for the use of his boat and he even got macaroni gratis. There was no agreement as to the price to be paid. They did not stop the boat from the time the Indian embarked until they reached Hsuehataokou. The Indian kept his rifle with him all the time.

Tsai Tsan, a boatman, identified the accused as the Indian who boarded the boat at Yangshan with more than twenty coolies, and journeyed down to Hsuehataokou. They boarded witness's boat from another, but witness could not say whether the Indian paid for travelling in the other boat. When they arrived at Hsuehataokou the Indian gave the order to stop the boat when he saw the other two, and when they were anchored he told the men to cut some grass for his goats and he would go off for the other boats. When the other boats saw the Indian going towards them, the trackers got on board and the boats returned down stream. When the two vessels began to go back the Indian stooped down and presented the rifle,

saying "If you do not stop I will shoot you." (Witness demonstrated how the Indian presented the rifle.)

The Court then adjourned for tiffin.

At 6 p.m. the jury returned a verdict of not guilty and prisoner was discharged.

H. M. POLICE COURT.

Shanghai, 7th October.

Before J. C. E. DOUGLAS, Esq.,

Police Magistrate.

REX v. M. LOLALAIN.

Marcel Lolalaine, unemployed sailor, was charged with being drunk and disorderly, in Scott Road at 8.30 p.m. on Friday and further with assaulting one Sun Hong-tsu by threatening her with a razor.

Sergt. McGregor appeared to prosecute. Prisoner pleaded "not guilty."

Indian P.C. No. 246 said that about 8.15 p.m. on Friday he was on duty at the corner of Woosung and Scott Roads. Witness saw the accused strike the woman with his fist two or three times and, holding the razor in his hand, threaten her. Witness asked the man to come out of the house, but he would not, so he told the woman and other Chinese to put him out, and when he was put out witness arrested him. He took the razor away from the accused.

Prisoner said the razor produced did not belong to him. He produced a small knife which he said was his.

Sun Hong-tzu, the complainant, said she lived at 307 Scott Road. The accused owed witness four nights' lodging money, and when she asked him for this amount he struck her and took out a razor and threatened her. Witness got frightened and called out for a policeman, and prisoner was taken to the station.

Sun Ah-ziang, son of the last witness, corroborated.

Accused still denied that the razor belonged to him and said he had lived in the house for two months, and unless he paid his money each night they would not allow him to sleep there. ◇

His Worship said that accused was before the Court on the 25th of May charged with unlawfully and maliciously wounding by cutting with a razor, and was sentenced to eight weeks' imprisonment with hard labour. He had no doubt another eight weeks was what he deserved. He must make it his business to get out of this port as quickly as possible and he would help him to do so. Accused would be sentenced to one month's imprisonment with hard labour, to be put on board a ship if one could be found for him, and his Worship would endeavour to find one for him.

Shanghai, 9th October.

Before J. C. E. DOUGLAS, Esq.,

Police Magistrate.

R. v. MARE SINGH AND KISHIN SHAN.

Mare Singh, watchman, and Kishin Shan, unemployed, were charged with being concerned together in breaking into and entering the house of the complainant, Kirpa Ram, 701, Elgin Road, about 3 p.m. on the 8th instant, and breaking open and stealing from a box the sum of \$30 Mexican in five-dollar notes.

Inspector Chilver, in charge of West Hongkew Police Station, gave evidence that at 6 p.m. on the 8th instant the complainant came into the station and reported that his room had been broken into and \$30 stolen from his box. He gave the name of Kishin Shan as being

one of two men who had been seen to enter the house during his absence. Witness sent Indian P.S. 65 to bring Kishin Shan to the station, and a few minutes before 7 p.m. P.S. 65 returned to the station with Kishin Shan in custody. Witness cautioned Kishin and then asked him if he knew anything about a sum of \$30 having been stolen from the complainant's house. In reply he stated that at noon that day he had accompanied Mare Singh to the complainant's house to see the complainant, that Mare Singh went upstairs, Kishin remaining at the foot of the stairs, that he heard Mare Singh push or break down the room door, and that after remaining upstairs a few minutes, Mare Singh came down and they both went away. Witness then sent for Detective-Sergeant Kingston and ordered him to arrest Mare Singh. At 9 p.m. Mare Singh was brought to the station. He was cautioned and then voluntarily stated that he went to the complainant's house at noon that day, but did not go into the room or break the door. Mare Singh had previously made a different statement to Detective-sergeant Kingston.

Detective-sergeant Kingston, sworn, stated that at 8.50 p.m. on the 8th instant he arrested Mare Singh at No. 52, Range Road, the house of a Chinese at which Mare Singh was then on duty. Witness explained to him the nature of the charge upon which he was being arrested and gave him the usual caution through Indian P. S. 65, who acted as interpreter. Mare Singh stated that he went to the complainant's house about 5 p.m., in company with Kishin Singh. He went there to get a stick which he had left there a few days previously. Mare had a stick in his hand when he made this statement and said it was the stick he had called for. He said the door of the room was open and he got the stick from inside the room. Kirpa Ram was with witness when Mare Singh made this statement and on the way to the Station Kirpa Ram recognised the stick as being his property and said it was in his room when he went out that morning. Witness then went to Mare Singh's house and searched his boxes, but found there no five-dollar bank-notes, but fifteen sovereigns and ten American one-dollar notes, which accused said belonged to another Indian who was about to go to America. Witness then took Mare Singh to the Station.

Indian P.C. 65, sworn, said that at 6 p.m. on the 8th instant he was called by the sergeant on duty. According to the sergeant's instructions, he went with Kirpa Ram to the latter's house and there found that the top of the door of the room had been broken down and was lying on the floor. Kirpa Ram then drew his attention to the box, which was open, and on examination witness found that the bolt of the lock had been forced. Witness then went downstairs and questioned a barber's boy, who made a communication to him. In consequence of this communication, witness took the barber's boy to the Police Station. There the boy was questioned, and witness was then told to bring Kishin Shan to the Station. Witness arrested Kishin Shan, and Kishin told him that Mare Singh forced the door of complainant's room open by pushing it with both hands, while he (Kishin) remained three steps below; that Mare Singh remained upstairs about five minutes and then came down; and that he (Kishin) and Mare then returned each to his own home. The arrest of Kishin was made at Kishin's house. Kishin said that he did not break the door, but that Mare

did. Witness was ordered to go with Detective-sergeant Kingston and bring Mare Singh to the station.

Witness's further evidence was corroborative of that given by Detective-sergeant Kingston as to the arrest of Mare Singh and the statement made by Mare.

Kirpa Ram said that he was a Brahmin and employed as a watchman by some Chinese. He lived at 701, Elgin Road, which was a one-storied Chinese house. He lived in a room upstairs. Two other Indians lived with him and a Chinese barber lived down below. At 11 a.m. on the 8th, he and his two room-companions left the house to go and see friends in Hanbury Road and they returned home about 5.30 p.m. On their return the Chinese barber told him that three of his friends had called and had broken open the door of his room. Witness and his friends then went upstairs and found that the room door had been forced open and also his box. The Chinese barber told him that one of the friends who had come to the house was Kishin Shan, whom they knew as having been to the house before. At 6 p.m. witness reported the matter at the Police Station. A sergeant was sent with witness to arrest Kishin, and later on he went with the sergeant to bring in Mare Singh. Witness had \$30 in his box in six five-dollar notes, which were wrapped in paper, and on his return these were missing from his box. Nothing else was missing, but his clothes were strewn about the floor. When he went out he had locked his box and he took the key with him. Kishin used previously to visit his house, but had not done so lately, Mare had never visited his house before. There had been no disagreement between them. He knew Mare and might say that they were friends. He did not know why they should steal his money. The stick produced belonged to Hai Singh, who lived with witness.

Tsze Tsong-ling, cautioned, said he was a barber and lived in Elgin Road. The complainant lived in the same house, upstairs. About 3 p.m. on the 8th instant three Indians whom he did not know came to the house. One entered by the big door and the others at the back. They stayed half-an-hour and then went away. Witness recognised the two prisoners as being two of the men who called. All three went upstairs. Witness, who was working down below all the time, heard a knocking at the door. He did not go upstairs to see what was the matter. Some water was upset and leaked down into his room. The Indians did not go away in a proper manner and he did not think they were acting in a proper manner. Kishin spoke to his master, but he did not hear his master tell them that Kirpa was not at home. Complainant always locked his door on leaving the house. Witness thought the Indians broke the hinges off the door. At 4 p.m. he went out and returned about 6 p.m. Standing in the barber's shop, he could see anyone who entered the house or went out.

Mare Singh said he went to the house, but on finding that Kirpa was not in, he spoke to Kishin and they went away.

Kishin Shan said that at 3 p.m. on the 8th instant, he was in the Gardens sitting with a Jemadhar, so that he could not have been at the complainant's house at that time.

Tsze Tsong-ling, recalled, said he was certain of the time. It was 3 p.m. He had a clock in his shop. The Indians did not seem to be drunk.

At this stage the hearing was adjourned until 10 a.m. next day.

10th October.

On resuming to-day, His Worship said he should deal with the case at once, and would read the charge and ask the prisoners to plead.

The charge having been read, both prisoners pleaded not guilty.

Police-sergeant Helyer, sworn, said he was on duty in the charge room at 6 p.m. on the 8th instant. At that time the complainant came to the station and reported that he went out from his house at 10 a.m. and on returning at 5.30 p.m. he found that the door of his room and a box inside the room had been broken open and six five-dollar bills taken from the box. He said he had made enquiries in the barber's shop below as to who had been to his room and was told that two Indians had been there and broken open his room. By the description they gave him, one of the Indians was a man named Kishin Shan. They knew his name as he had often been there before. Witness reported the matter to Inspector Chilver, who told him to send Indian P. S. 65 to the house to make enquiries, and to bring the Chinese who had recognised the Indian Kishin to help to bring him to the station. Witness then telephoned to Detective-sergeant Kingston, who took charge of the case and afterwards arrested another Indian named Mare Singh. The information that Kishin Shan was the Indian who visited complainant's house was supplied to witness by the complainant and not by the Chinaman.

The prisoners had no questions to ask the witness, but Mare Singh repeated that he went to the house at noon, and did not open the door but only called out for Kirpa Ram. Getting no answer, he knew Kirpa Ram was not there and went away.

Wei Chi, a barber's assistant, living and working at 701, Elgin Road, gave evidence almost word for word the same as that given by his employer the previous day.

By Inspector Chilver—He saw the Indians come in—one by the front entrance and two by the back. At the station

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CLEAR SKIN

he stated that three and not two Indians had visited the room. He did not know the room door was broken until complainant returned. His master went out to throw dice at 4 p.m. and witness then could not leave the shop to go upstairs.

The Police Jemadhar, sworn, said that he saw the accused in the Gardens at 3.10 p.m. on the 8th instant.

His Worship thereupon dismissed the charge against the prisoners for lack of evidence.

GERMAN CONSULAR COURT.

Shanghai, 6th October.

Before Mr. O. MEZGER, Vice-Consul, Acting Judicially, and Messrs. R. LEMKE, and FR. FUHRMEISTER, Assessors.

ESTELLA CORINNE CROMBIE v. Messrs. SIEMSEN & Co.

Plaintiff was represented by Messrs. Mahnfeldt and T. Morgan Phillips, while Mr. Voights appeared for defendants.

In the above Court this morning judgment was delivered. After setting forth the facts which were brought out in evidence, the judgment proceeded:—

The payment of Tls. 12,000 by the plaintiff to the defendants is a security according to paragraph 232 f.f. B. G. B.

Plaintiff, by an agreement, bound herself to give security. The agreement contained a dissoluble condition:

Should plaintiff's offer, to pay to defendants Tls. 20,000 as part-payment of her husband's debt, not be accepted, then the Tls. 12,000 must be refunded.

The deposit having been made, defendants acquired a claim to the money pledged, and became entitled to appropriate the money as soon as the claim, in security of which the deposit had been made, became due (paragraphs 233, 1228 B. G. B.).

Defendants' claim against plaintiff for payment of Tls. 20,000 became due at the moment the offer was accepted, so far as the agreement, the object of which was the payment of Tls. 20,000, was at all arrived at and was legal.

This had to be enquired into.

Therby three questions arose:

1.—Is an agreement arrived at?

2.—If yes, is the plaintiff unlawfully and by threats induced to express her will, and can she in consequence thereof contest the agreement?

6.—Is the agreement contrary to good morals and therefore invalid?

Answer 1.

Plaintiff made to the legal representative of defendants, Ch. Brodersen, the following proposal:

In part-payment of my husband's debt, caused through embezzlement, I will pay Tls. 20,000 on the understanding that Siemssen and Co. will take no legal proceedings against my husband.

At the request of defendants' representative, plaintiff has allowed the former for the acceptance of the proposal sufficient time until a telegraphic reply to Mr. Brodersen's letter had been received from the Hongkong partners. A reply was received on the 16th of June, and Brodersen at once expressed the acceptance.

The agreement has therefore been made.

The withdrawal of the proposal by plaintiff on the 15th of June is invalid on the ground that plaintiff was conventional

ly bound to the offer till the answer arrived from Hongkong on the 16th of June (paragraphs 145, 748 B. G. B.).

The question whether the conclusion of the agreement should be argued according to German or English law need not be discussed, as the application of either would give the same result.

The English law says undoubtedly (vide F. Pollock, Principles of Contract, page 23):

A proposal may be revoked at any time before acceptance. So that even if the proposer purports to give a definite time for acceptance he is free to withdraw his proposal before that time has elapsed. But it adds:—He is not bound to keep it open unless there is a distinct collateral contract to that effect founded on a distinct consideration.

Here is an explicit agreement present, which plaintiff entered into because she did not want to have legal proceedings taken against Crombie during the respite (distinct consideration.)

Answer. 2.

Is plaintiff by threats unlawfully induced to make this agreement? According to the uncontested statement by counsel for the plaintiff, the latter was at no time threatened. She made on the 10th of June an offer of Tls. 10,000 without having been approached by defendants on the subject directly or indirectly whether verbally or in writing.

Before the offer of Tls. 20,000 was made a conversation between plaintiff and the representative of defendants was held with the following result:—

The plaintiff asked: what crime has my husband committed? Brodersen answered that he had stolen Tls. 35,000 to 40,000 and also asked the plaintiff as to what she could do to cover the loss. The plaintiff answered that she would do her best possible. The following day she made the offer of Tls. 20,000.

It is therefore apparent that no threats were used towards plaintiff.

As to what extent the latter was influenced, to express her willingness, by her husband's representations and the possibility of his being prosecuted for theft, needs no further consideration.

Answer 3.

Is the agreement contrary to good morals? The agreement of the payment of Tls. 20,000 is made by plaintiff to defendants in part payment of a debt due to defendants by plaintiff's husband. It cannot therefore be said that this agreement is contrary to good morals. The agreement, however, contains one condition. The condition as made by plaintiff is as follows:

This offer is made on the clear understanding that no proceedings are taken against my husband.

If this condition then is contrary to good morals, and in fact is void, then the entire law also becomes void, because the offer containing this clause is a lawful one (vide Endemann, Lehrbuch des Bingerlichen Rechts Bd. I. page 376.)

In this case the agreement was that the facts should be kept private. The plaintiff offered to the defendants, who had suffered through a punishable action of her husband, a part-reimbursement against their promise not to prosecute. This offer was accepted by defendants.

Practical law decides that such an agreement contains no dishonourable intentions, since compulsory prosecution does not exist; it also cannot be considered to favour crime. Endemann Bd. I page 607 cites a decision of the High Tribunal (Striethorst 12.18). The Su-

preme Court in its decisions Bd. 33 page 337 came to the same conclusion, Goldmann Lillenthal Bd. 1 page. 178, note 19, and Endemann I. c. follow the same practice, although Endemann calls such an agreement always doubtful, even if it does not contain an offence against the law of extortion.

The agreement before the court appears so much less doubtful since the defendants, whilst desisting from taking criminal proceedings, also desisted from taking any steps by way of civil-process in order to secure a claim against Crombie for reparation of the sums embezzled. The sum embezzled by Crombie in the course of four years amounted to nearly 100,000 marks. The defendants had every reason to suppose that considerable sums were still in Crombie's possession. Through immediate communication with the Courts Brodersen would have been able to have Crombie's property valued and put his hand to it. By this agreement with the clause that no proceedings (there is no distinction between civil and criminal proceedings) are taken against her husband, Brodersen has not desisted from doing that, but has also renounced his right to ever bring an action on that deficit against Crombie. On the foregoing grounds the Court has come to the conclusion that the plaintiff, by a legal agreement, owes the defendants Tls. 20,000. As the claim became due the moment the agreement was made, defendants were entitled, as explained above, to satisfy themselves from the money deposited.

The petition is therefore dismissed with costs.

THREE LUCKY WOMEN.

SUFFERERS FROM INDIGESTION TELL OF THEIR CURE BY MOTHER SEIGEL'S SYRUP.

Food is one of the first necessities of our lives, as necessary to us as the air we breathe. The first cry of a new-born infant is the plea for food, and the need of it ends only with life. Had food been easier to obtain ages ago in Europe, there would be fewer white men in this newly-settled land, or possibly none.

These are plain truths, known to everybody. What is not nearly so well-known is that one may eat an abundance of good food and yet starve, deriving from it, instead of nourishment, only intolerable pain. Where that is the case, the sufferer is a victim of indigestion.

There are thousands of such sufferers in every part of the world. Among them, until recently, was Mrs. Anna Olwage, of 101, Bultfontein Road, Kimberley, C.O. "For more than five years I suffered from a disordered stomach," she says in a letter dated December 5th, 1904. "I was nearly always constipated, which induced me to resort to purgatives; but their only effect was to make me worse. Headache and sleeplessness, so commonly attending constipation, troubled me greatly. None of the many medicines I tried seemed to touch my complaint, until I came to Mother Seigel's Syrup. My husband's attention was called to that remedy by a very remarkable cure it effected in Johannesburg. It proved a lucky thing for me, for to-day I am as well and strong as any woman twenty years younger, a fact due entirely to Mother Seigel's Syrup.

Hardly less strong is the testimony of Mrs. Annie Palm, of 20, Bartel's Place, Beaconsfield, C.O., who writes thus on December 6th, 1904: "Three years ago I suffered badly from constipation, for which I quite failed to find any means of relief.

Messrs. W. B. Dicks, F. T. Gause, P. H. Ashmead, G. Kahn, and M. Schweitzer.

Per str. RWEILIN.—From Chefoo—Mr. and Mrs. Bond.

Per str. KIANGTEEN.—From Ningpo—Rev. Aroud, Messrs. Pearson and Ryder.

Per str. POYANG.—From Hankow—Messrs. Keely and R. d'Anjon.

Per str. SUAL.—From Hankow and Ports—Capt. Puhlers.

Per str. SUWU.—From Hankow—Rev. and Mrs. Macied and three children, Messrs. Monhanual, Rapp, Hunter, and Truner.

Per str. OCEANJEN.—From Marseilles—Mr. and Mrs. Collins and child, Messrs. Ozil, Maillard, Siulié, and Ferlier, Rev. Fathers Lallemand, Corset, Lambert, Paquet, and Deboet Mare. For Port Said—Mr. Calvité. From Colombo—Messrs. Copeland and Robert Beer. From Singapore—Messrs. Ohekia, Brooke Johnson, C. Bell, and Matsumura. From Saigon—Messrs. M. Fuhmann and Carmui, Messrs. Fortin and Sebaire. From Hongkong—Mr. and Mrs. Prienret, Messrs. Kabe and Claret Shobet.

Per str. TATUNG.—From Hankow and Ports—Mr. and Mrs. Ohoko, and Mr. Quelch.

Per str. ANPING.—From Chefoo and Tientsin—Mr. and Mrs. Comstock, Mr. and Mrs. Naftaly, Messrs. Wen and Young.

Per str. PEKIN.—From Ningpo—Rev. and Mrs. Goodchild and child.

Per str. LORSANG.—From Foochow—Messrs. F. Caissail and Jas. Helliling.

Per str. SUIAN.—From Hankow and Mr. and Mrs. Guntlew, Messrs. Takenlober, Wigand, and Bank.

Per str. KIANGHSIN.—From Hankow—Miss Rogier, and Mr. Muller.

Per str. KIANGTEEN.—From Ningpo—Messrs. P. Stave and Burton.

Per str. HAEAN.—From Foochow—Mrs. Pratt and son.

Per str. SINGAN.—From Newchwang and Chefoo—Capt. Partridge.

Per str. PEKIN.—From Ningpo—Miss Stewart, Messrs. Greterre, A. Murphine, Sparke, and Petit.

Per str. ELLA.—From Kiukiang—Mr. and Mrs. Anderson.

Per str. WAISHING.—From Tientsin—Mrs. Campbell and three daughters, Mr. and Mrs. Muller and child, Messrs. Tyler and Pearce.

Per str. TUCKWO.—From Hankow—Barons Pagrell and G. Pagrell, Messrs. R. B. Barry, D. Callaris, U. Cadnj-lato, H. B. Borowski, O. Bainbridge, A. J. Lundeis, and O. Galletti.

Per str. KWANGTAH.—From Hongkong—Mr. Alexander.

Per str. IRENE.—From Chefoo—Mr. and Mrs. Tonkin, and Mr. Tonkin, jun. From Newchwang—Mr. Talbot.

Per str. COROMANDEL.—From Marseilles—Mrs. F. O. Cooper, Mrs. A. L. Brown, Mr. and Mrs. Brown, Miss Bondfield, Messrs. Tozer, Fleming, and A. L. Dearlove. From London—Rev. and Mrs. Moule and child, Misses (2) Macpherson, and Middleton. Messrs. Stratton, Denniston, J. Gibson, R. J. Hardoon, W. H. K. Chun, and E. L. Railton. From Penang—Messrs. A. Togue and Ertaud. From Hongkong—Mr. and Mrs. St. Croix, Mr. and Mrs. Phillips, Messrs. Schaup, J. A. Santos, P. A. Xavier, and Silva and Rev. G. Bondfield.

Per str. MONCOLIA.—From Hongkong—Mrs. W. H. Wallace, Mr. and Mrs. T. F. Shin, Capt. J. A. Goodin, Lieuts. J. B. Allison, A. Gilmar, and L. J. Samuelson, Messrs. J. Block, A. Mackenzie, H. F. Chalkley, G. R. Boles, B. J. Barlow, A. Laurenz, and C. C. Chopp.

Per str. NGANKIN.—From Hankow and Ports—Mr. and Mrs. De Gray and four children, Mr. G. W. Messemer, and Dr. Gillison. From Nanking—Mrs. Forsyth.

Per str. HSINCHI.—From Tientsin—Mr. and Mrs. Burdan.

Per str. SHENGKING.—From Tientsin—Bishop and Mrs. Bashford, Mrs. De Celess, Mrs. Taster, Mrs. Anderson, Mrs. Ni, Bishop Graves, Lieut.-Col. Macpherson, Messrs. Gucolice, P. Westerdoff, Elliot, and Erickson, and Frazier. From Chefoo—Mrs. and Miss Nash, Mrs. Ganetz, Mrs. J. Layers, and Miss Logergreen. From Weihaiwei—Mrs. Stevenson, Mrs. McIntosh, and Miss Ramsey.

Per str. GOUVERNEUR JAESEHKE.—From Tsingtao—Mrs. Paine, Mrs. Salusky, Major Von Froebel, Messrs. Meyer, P. H. Kirchhoff, Aertz, and N. Fischer, Capt. Ganderberger v. Naisy.

Per str. SHAMUT.—From America—Rev. and Mrs. N. S. Houn, Misses Mabel L. Houn, Grace H. Houn, Floyd Houn, Messrs. Harry T. Houn, J. W. Cameron, and A. Cameron, Mrs. A. S. Elliot, Mrs. Ray Anderson, Misses Alice, Olive, and Sarah Bowen.

Per str. TINGSANG.—From Newchwang and Weihaiwei—Mrs. Bentinck and two children.

Per str. KIANGTEEN.—From Ningpo—Mr. and Mrs. McKerrrow, Miss Hopwood, Messrs. Mansfield, Derby, and Hudson.

Per str. KIANGYU.—From Hankow and Ports—Mr. Loudin.

Per str. KWONGSANG.—From Swatow—Miss Souza, and Mr. Stockhouse.

Per str. W. C. DE VRIES.—From Hankow—Mrs. Lyster, and Mr. Smithers.

Per str. CALEDONIAN.—From Yokohama—Misses Moller and Lea, Messrs. Miller, Rittmüller, and Coweau. From Kobe—Miss Parker and four children, Mr. and Miss Domball, Misses Liddell, Mash, Fakamoto, Wadda, Huechi, Yoshioka, Kaito, Ohara, Liao, and Haë San, Messrs. Moore, Williams, Thomas, and Ohara.

Per str. PEKIN.—From Ningpo—Mr. W. Ryder.

Per str. MEISEUN.—From Hankow—Messrs. Mendt and Mayer.

Per str. EMPIRE.—From Melbourne—Miss Harris, Messrs. S. G. Wilshire, P. O. Olsen, S. N. Brimley, and H. G. White. From Manila—Capt. Ackley, and Dr. Bagg. From Hongkong—Miss Kenner, Mrs. J. Wheeley, Messrs. A. G. Wood, J. Young, A. Caporn, and E. Caporn.

IN HIS BRITANNIC MAJESTY'S SUPREME COURT FOR CHINA AND COREA AT SHANGHAI.

Between

YUAN LAU CHING and
ZIA LUNG WHUN,

Plaintiffs

and

Sir CHARLES JOHN DUDGEON Kt. and
FREDERICK ANDERSON Executors of
R. M. A. Campbell deceased

Defendants.

PURSUANT to an order made herein on Monday the 2nd day of October 1905 Notice is hereby given that all persons laying claim to that piece or parcel of land registered in the books kept for the registration of land at His Britannic Majesty's Consulate-General in Shanghai as lot No. 1073 through or under a declaration of Trust of the same under the hand of Roderick McNeil Angus Campbell deceased are required to give notice of such claim together with particulars thereof to the Registrar of the Court on or before the 12th day of November next. Thereafter in default of such notice being given the said land will be conveyed by the Executors of the said R. M. A. Campbell to Andrew Wright Maitland pursuant to the said order.

o1351

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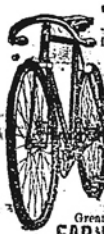
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tf 346

9th June, 1905.

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9th Dec., 1905.

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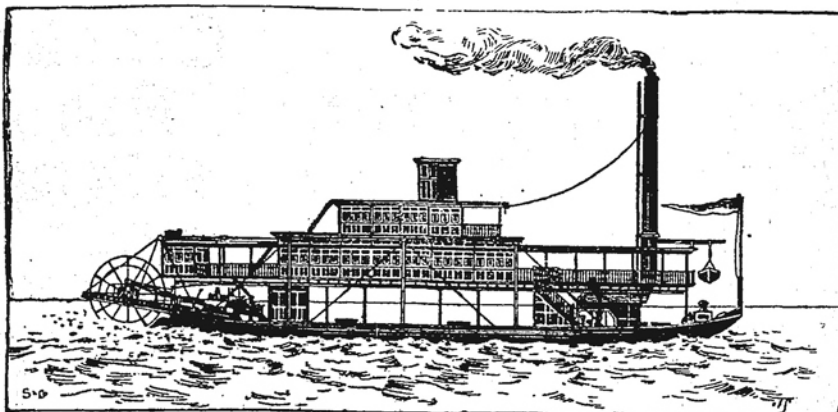
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5th April, 1904.

LATE NEWS SUPPLEMENT

NORTH-CHINA HERALD & S. C. & C. GAZETTE.

FRIDAY, OCTOBER 13, 1905.

WHAT IS AN ALLIANCE?

13th October.

ALLIANCES are in the air. The whirlwind of war has upset that artificial state of equilibrium which men call the Balance of Power, and politicians are rushing about with one eye fixed on the vanishing débris of their most cherished constructions and with the other looking wildly for something, anything, to act as a substitute for what has been lost. Were there nothing of grim earnest behind all the undignified behaviour we might resign ourselves to an unalloyed enjoyment of the fuss. But war is a serious matter, and fear of it has become all but universal. Hence the effort to buttress up whatever may be weak in the body politic.

There is no historical or philological difficulty with the word "alliance." Nor is there any difficulty in the ordinary construction put upon the word by men who mean what they say and are not given to splitting hairs for their own benefit. It is, however, in these days of more or less wild suggestion, worth while examining into the meanings which diplomatists and statesmen have read into this simple word.

Time was, perhaps, when sentiment had much to do with the formation of alliances. We may well imagine that in the seventeenth century, from which the first important European alliance dates, there was less of that cold calculation of interests which precedes the formation of a bond between nations of the present. It is now agreed on all sides that an alliance is made entirely for selfish ends. In other words a modern alliance is purely a matter of business. So far as Prussia is concerned this commercial view of politics dates back for a century at least. Prince Metternich writes in his memoirs, "Prussia is only accustomed to work when it is clearly for her own benefit; that is all she looks to, and Europe would disappear before her eyes if it depended on her efforts to save it." This was written during the Napoleonic wars, when new coalitions were almost of yearly occurrence, no fewer than six nations being at one time

allied against the mighty leader of the French.

Coming down to more recent times we find Lord Palmerston, the nearest approach (in the mind of the man in the street) that England has ever had to a personification of John Bull, laying down the law as follows, "If I might be allowed to express in one sentence the principle which I think ought to guide an English Minister, I would adopt the expression of Canning, and say that with every British Minister the interest of England ought to be the shibboleth of his policy." On another occasion when discussing the policy of alliances in general he said, "I hold with respect to alliances that England is a Power sufficiently strong to steer her own course, and not to tie to herself as an unnecessary appendage the policy of any other Government. It is a narrow policy to suppose that this country or that is to be marked out as the eternal ally or the perpetual enemy of England. We have no eternal allies and we have no perpetual enemies. Our interests are eternal and perpetual, and those interests it is our duty to follow."

Prince Bismarck, as all the world knows, had quite as business-like a view of international unions as Lord Palmerston, and an even more business-like faculty for carrying it into practice. His re-insurance with Russia was an example of sharp practice which astonished even the nineteenth century, and it is certain that Austria at any rate has not forgotten it. There is, of course, one vital difference between a civil and a national agreement. There are courts to enforce the first; there are none for the second. Indeed it has long been held on the Continent that no agreement, however binding its terms, can compel a nation to rush to self-destruction for the sake of an ally. On this point we quote once more from Prince Bismarck:—"All contracts between great States cease to be unconditionally binding as soon as they are tested by 'The Struggle for existence.' No great nation will ever be induced to sacrifice existence on the altar of fidelity to contract when it is compelled to choose between the two. The maxim *Ultra posse nemo obligatur*, holds good in spite of all

treaty formulas whatsoever; nor can a treaty guarantee the degree of zeal or the amount of force that will be devoted to the discharge of obligations when the private interest of those who have made the treaty no longer reinforces the text: at its earliest interpretation." It is quite easy to see that so elastic a doctrine as this may be read in such a way as to play fast and loose with the most sacred of understandings. It is only fair to say that Prince Bismarck was not the inventor of it. It came to him as a legacy. Prince Metternich writes thus of the great Chancellor's predecessors of a century ago:—"All the Powers that went to war with France exhausted themselves. Prussia alone drew advantage from all circumstances; and when she found herself with other States put down for a time, she went her own way with quiet steps and accommodated herself to the conqueror. Every campaign gave her a pretext for extending her influence; every truce either confirmed an encroachment on a weak and timid neighbour, or contrived that such should voluntarily place itself under her banner. Lastly, every peace brought her; reward for exertions which she had nevertheless made only to serve her own purposes."

One answer, therefore, to our enquiry, "what is an Alliance?" would read something like this: An alliance is a binding engagement whose risks may be escaped by re-insurance, and from whose most dangerous claims it is always possible to wriggle under the "Ultra posse nemo obligatur" clause." We do not think, however, that the ordinary Englishman feels much inclined to subscribe to such a definition.

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—ADV.

LATEST TELEGRAPHIC INTELLIGENCE.

"North-China Daily News"

Service of Foreign and Local Telegrams.

GENERAL NEWS.

THE BRITISH FLEET IN JAPAN.

Tokio, 12th October.

A municipal dinner was given at Yokohama last night in honour of Admiral Noel and the officers and men of the British squadron. The train service between Tokio and Yokohama was increased and people of all classes and ages were among the eager spectators at the Shim-bashi station and vicinity. The visitors were loudly cheered everywhere, the whole town was in gala dress, British and Japanese flags were displayed entwined, the trains were decorated, the shops offered special discounts to the sailors, students volunteered their services as interpreters, and there was a most enthusiastic demonstration of camaraderie. The Ministers of the Crown attended the municipal entertainment.—*Our own correspondent.*

A CABINET COUNCIL.

Tokio, 12th October.

There was an extraordinary meeting of the Cabinet this forenoon, Marquis Ito and Count Inouye attending.—*Our own correspondent.*

CHINA AND THE MANCHURIAN RAILWAY.

Peking, 12th October.

T. E. Na Tung, Chu Hung-chi, and Hsu Shih-chang have memorialised the Throne to the effect that they consider the Chinese Eastern Railway to be the backbone of the Three Eastern Provinces. They therefore, consider it necessary that the railway should be restored entirely to China and they quote, as an instance of the way it should be done, the example of the Chihli public loan raised by Viceroy Yuan Shih-kai. They suggest therefore the flotation of another domestic loan for this purpose. Their Majesties have ordered

the three high officials in question to give a more detailed report.—*Special service.*

THE FORTHCOMING MILITARY MANOEUVRES.

Peking, 12th October.

The Peiyang Army Manœuvres will commence on the 21st inst., and will extend over three days.—*Special service.*

LIGHT REFLECTIONS OF HU WEI-TE.

Peking, 12th October.

H.E. Hu Wei-tê, Chinese Minister at St. Petersburg, has telegraphed to the Peking Government that Russia has promulgated a constitution in order to restore her national prestige, and with the future object of reattempting expansion in the Far East. China, he says, is now completely isolated and cannot rely even on the Anglo-Japanese Alliance. The Empire must therefore have its own constitution, and endeavour to secure its independence by the unity of its people high and low, defending itself thus against aggression by Russia or any other Power.—*Special service.*

ANGLO-RUSSIAN RELATIONS.

London via Bombay, 12th October.

The Paris correspondent of the "Times" says there is reason to believe that an Anglo-Russian *rapprochement* is being strongly advocated by France and is being favourably considered by Russia. Further that there is no likelihood of a Russo-German Alliance which is strenuously opposed in Russia.—*Reuter.*

THE "MATIN" SENSATION.

London via Bombay, 12th October.

Mr. Delcassé, in an interview with the "Echo de Paris," disclaimed the "Matin" revelations. Asked if the revelations were imaginary, he smiled and begged the interviewer not to ask him any more.—*Reuter.*

THE AMERICAN INSURANCE SCANDALS.

London via Bombay, 12th October.

In the course of the insurance investigation at New York, Mr. McCurdy, President of the New York Mutual Company, stated that his salary was £30,000 sterling. He also gave explanations showing that large sums had been drawn by members of his family from the Company

wherewith they had business connections. Mr. Olyphant, Chairman of the Expenditure Committee of the Mutual Company, stated that the company maintained a confidential fund for legal expenses of which the total amounts were known only to the trustees. Mr. Gillette, Vice-president of the Company, testified that the solicitor of the Company could get £5,000 whenever he pleased without disclosing the destination of the money. Mr. Gillette recited the amounts the company contributed to the Republican campaign funds; the Company subscribed £8,000 in 1904. *Reuter.*

THE INTERPORT RIFLE MATCH.

Hongkong, 12th October.

Shooting in the Interport Rifle match by the Hongkong team resulted in scores of 304 at 200 yds; 319 at 500 yds; and 300 at 600 yds. Total 923.—*Our own correspondent.*

BY ARRANGEMENT WITH THE
"OSTASIATISCHE LOYD."
(ALL RIGHTS RESERVED.)
(Special Cable Service of "Der Ostasiatische Lloyd.")

NEWS FROM EUROPE.

Berlin, 11th October.

The betrothal of Prince Eitel Friedrich of Prussia to Duchess Sophie Charlotte of Oldenburg is announced.

Notice has been given of interpellations about M. Delcassé's revelations in the French, the Italian, and the English Chamber. M. Rouvier, the French Premier, declares that he will speak about this matter only before the Chamber. The impression prevails in Germany that the revelations of the "Matin" are false in the literal sense of the words used. But a doubt as to their proper meaning can be removed only by an official statement of the British Government.

The str. München arrived home on the 10th instant.

The O. & O. S. Coptic arrived at San Francisco on the 9th inst.

The str. Sambia passed the Suez Canal homewards on the 10th inst.

The R. M. S. Empress of Japan arrived at Vancouver at 3 a.m. on Wednesday.

The str. Cardium and Manica passed the Suez Canal outwards on the 10th inst.

The watermark at Hankow on the 9th inst. was 42 ft. 5 in., and at Kiukiang the following day 39 ft. 6 in.

The R. M. S. Athenian arrived at Nagasaki at 10 a.m. yesterday, was to sail at 5 p.m., and is expected to arrive at Woosung at noon to-morrow.

A new definition of confinement in a Municipal police station was given by a witness in the recent manslaughter trial. When asked where he was staying he replied "In a place where I am not allowed to go out, and my food is brought to me."

THE Shanghai Interport team shot yesterday in the Interport competition. There was a splendid light, but a very variable slight wind. The team consisted of Inspectors Dewing, Gibson, Lynch, McDowell, and Mackintosh, and Messrs. Brand, Kingsmill, Lancaster, C. Hill and Watson. In accordance with the agreement entered into with the other competing port teams, the scores will not be announced until Monday next, the 16th instant but the total was under 900.

At about 8 p.m. on Wednesday the fire alarm called out the brigade to a fire in Carter Road, No. 7 District. The blaze started in some native houses at the rear of a stable near the junction with Markham Road. In less than half an hour the outbreak was under control and three quarters of an hour after the alarm the last truck had left. A woman is reported to have left a child in one of the houses and to have forgotten it until it was too late to effect a rescue.

We have received Hongkong papers to the 7th inst.—For being a member of the Triad Society Ho San-yi was fined \$200 with an additional \$50 for carrying a revolver.—Admiral Nebogotoff refused to be interviewed when passing through Hongkong, but it is understood that he does not intend to return to Russia, but will pay a short visit to France en route to America.—The Hongkong Volunteer Corps will form a camp of instruction at Stonecutter's Island from the 14th to the 30th inst.

YESTERDAY'S "Nanfangpao" says that Viceroy Chang Chih-tung has telegraphed the Government requesting that the proposed poll-tax be put into execution.—On the recommendation of the Board of Revenue Chang Yue-yen has been appointed director of its bank, and Jui Feng, director of its mint.—The Bureau of Education has reported favourably on a proposal to open a school in the Chinese Legation at Seoul to instruct Chinese in the Korean language.—The restoration of order at Patang is to be made use of by the Chinese authorities for the purpose of reorganising the administration of Tibet.

THE training for the Walking Match gives "H. H." his subject for a spirited first-page drawing in yesterday's "Eastern Sketch," and another happy drawing by the same artist shows M. Pipelet as Le Cardunois enjoying the account of his exploit in the "Figaro." The races are being worked hard, almost as hard as the griffins themselves; this week there are some illustrated verses "The Powers," and a recognisable likeness of Mr. P. W. Irvine. "L." gives us a fancy sketch of the high Peking officials on their jaunt to the opening of the new "Yellow River" bridge, "R. R." another Likiyssen picture, and a new artist illustrates two phases of the motor question.

SIR George Turner and Sir John See arrived by the Empire from Australia on a visit, and are stopping at the Astor House. Both have distinguished political records and have been premiers in their respective States of Victoria and New South Wales. Sir George Turner was until quite recently Federal Treasurer in the Reid-McLean administration, has held nearly every portfolio in various Governments, and is at the present a member of Victoria's Executive Council. He is a barrister by profession. Sir John See, who is accompanied by his two daughters, is head of the great river shipping business of John See & Co. and has always been identified, industrially and politically, with the Grafton district which has returned him as its member for the last twenty-five years. The party continue their journey to Japan in the Empire on Monday next.

S. V. C.

THE following Corps Orders have been issued:—

Colour-sergeant Dalton, Customs Co., is promoted Sergeant-Major of the Infantry Battalion, vice Sergeant-Major Trodd, resigned 2nd April, 1905.

There will be a meeting of the Musketry Board and Sub-committee at the Orderly Room at 6 p.m. to-day.

SHORROCK CUP COMPETITION.

Tiffin will be provided on the Range if a sufficient number require it. Names to be sent to Colour-sergeant Studd, Orderly Room.

PEKING.

FROM OUR OWN CORRESPONDENT.

2nd October.

The Union Conference.

has closed its sessions. The meetings have been well attended and most helpful. Considering the great distance some have come and the comparatively short time spent in preparation the Conference can be considered a great success. Bishop Roots was prevented from attendance and Mr. Ridgely of the American Church was sent in his place. Bishops Scott and Iliff of the Anglican Church were present at most of the sessions, also Bishop Graves, and Bishop Bashford of the Methodist Church. Others present were Messrs. Pyke, Hobart, Lowry, G. D. Lowry, Walker, Davis, Hopkins, Gibb, Headland, (M. E. M.) Webster, Keers, Christie, (Manchuria), North (of the Wesleyan Mission), Wherry, Whiting, Fenn, Glystein, Lewis, Cunningham, Johnson, (Presbyterian Mission) Cooper, Griffith, Lutley, (C. I. M.) Turner, Candlin, (English Methodist) Meech, Murray, T. W. Pearce, Dr. Peill, Dr. Cochrane, T. Howard Smith, (L. M. S.), Sheffield, Galt, Tewksbury, Ingram, Ament, Stelle, Ewing, Stanley, Young, (American Board); W. H. Murray, A. S. Annand, (National Bible Society of Scotland), Dr. Hykes, C. F. Gammon, (American Bible Society), I. F. Drysdale, (British and Foreign Bible Society), F. F. Meigs, (Christian Church), Harvey, Gilbert, (Y. M. C. A.), A. J. Lowe, Glass, (Southern Baptist Society), Mr. Oberg, C. I. M.)

The Rev. G. T. Candlin was elected Chairman and the Rev. C. A. Stanley, Vice-Chairman. Dr. C. H. Fenn was made Secretary, and Messrs. Gibb and Elliot assistants. As a full report will soon

be issued in printed form and sent to every missionary in China it is not proposed here to give a full account of the proceedings.

After the full organisation on Thursday the 28th ult. Dr. Cochrane was called upon to read a short statement of the origin of the movement and its present condition. It was apparent by consulting this vast correspondence by which nearly every mission in the Empire, and nearly every missionary, has been heard from, that there is a preponderance of opinion in favour of the proposed terms for God and Holy Spirit, a union hymn-book, common terms for churches and chapels, and a closer federation of the Churches. There have been only a few dissenting voices. The movement hence does not seem to be premature but follows the historic trend.

Dr. W. S. Ament followed with a brief statement for the Committee on Union as to its purpose concerning a union hymn-book, not to endeavour to fix the hymnology of the Churches but to secure a foundation of hymns that can be used as a basis and leave ample space for development on the part of the native Church, and special hymns desired by any denomination. The present confusion in hymnology is greatly to be deprecated and a moderate start towards the goal of a union hymn-book would be a vast improvement. The Rev. E. G. Tewksbury followed with an elaborate statement of the work of the Committee on a union hymn-book appointed by the North China Tract Society and the hundred hymns which they had found common to the leading hymn-books in the empire. These hundred hymns could be taken as a basis, as they were practically universal. It was afterwards decided that these hundred hymns should be given over to a Federation Committee yet to be appointed and presented to the Conference of 1907 to be utilised, if wanted, in the preparation of a union hymn-book for all China. In the evening of Thursday, interesting and valuable addresses were made by Bishop Graves and the Rev. M. Mackenzie of the Canadian Presbyterian mission. Both were irenic in character and showed the general desire for a close union in Church work and life, though for organic union there can, as yet, be said to be no defined scheme which secures the consent of all.

On Friday morning, Dr. Wherry presented the statement concerning the terms for churches and chapels, but there was more discussion when the question of a proper term for the Christian Religion was raised. The Conference finally voted to recommend as their preference the terms Fu Yin T'ang for outer chapels and Li Pai T'ang for those used as regular places for worship. There was a unanimous vote that for the Christian Religion the term Chi Tu Chiao was preferable. Dr. Lowry read a short address on "Union in Terms." He thought the time for closer union had arrived and it was not necessary to enter the pros and cons of old questions. The large correspondence which was in hand proved conclusively that there was a preponderance in favour of the use of the terms Shang Ti and Sheng Ling for God and Holy Spirit. A motion was afterwards made and carried that the agents of the Bible Societies be requested to ascertain the sentiments of their constituents as to the terms to be used. They (the conference) did not wish to dictate to the societies what to print but they practically could assure the societies that an edition with these compromise terms would be loyally used and adhered to by all present,

at least by the large majority. Later on a motion was made that this conference, while preferring the terms Shang Ti and Sheng Ling, yet recognises the fact that other terms are used by many members of the Christian Church in China. There was no desire manifested to push the use of the preferred terms on those unwilling to use them and all recognised the fact that progress must be made slowly and no branch of the Church crowded out.

On the evening of the second day Mr. Candlin gave his address on "Christian Federation." Mr. North of Hankow was in the chair and made a short address. He was enthusiastic over the Union Movement and gave it his hearty support. He wanted "One Christian Church for China." He was a dreamer and dreamers could hope, for great things. They wanted no small thoughts on such an occasion as this. Could such an idea be realised? That was the great question of the hour. The address was listened to with profound attention and was most cordially received by the audience. On Saturday, the question of federation in its practical features was taken up and the whole day was practically given to it. The meeting was continued till the evening and did not break up till a late hour. The Peking Union Committee was asked to continue its work and carry it on till a larger and more representative committee could be selected who would safeguard the movement to and through the conference of 1907. A long discussion took place, but finally all seemed willing to leave the matter in the hands of the representative committee which is to be formed.

On Sunday many members of the conference assisted in the various churches in Peking. The Chinese were deeply interested in the meetings of the foreigners and held simultaneous meetings for themselves. They discussed allied subjects and worked out several schemes of practical co-operation. The native pastors are to exchange pulpits more frequently and exchange once a week for preaching in the street chapels. They appointed committees to advance the cause of shorthand methods of learning the Chinese language such as the Kuan Hua Tsu Mu system, which is so popular in Peking at the present time. Their meetings were pronounced most helpful and the good effects will be seen all through the year. On Sunday afternoon, at the American Board Church, Bishop Bashford delivered a powerful sermon to one of the largest audiences of foreigners ever gathered in Peking. His theme was "The Bible and the Missionary Idea" and its development made a profound impression on the audience. He found the foreign missionary idea at the very basis of Christianity. The great argument for the conversion of the world is God. A universal God means a universal religion and bespeaks the oneness of the race and the Brotherhood of man. It is to be hoped this sermon will be printed in full in the report which is to be made of all the proceedings of the conference.

CLARKE'S WORLD-FAMED BLOOD MIXTURE.—"The most searching Blood Cleanser that science and medical skill have brought to light." Sufferers from Scrofula, Scurvy, Eczema, Bad Legs, Skin and Blood Diseases, Pimples, and Sores of any kind are solicited to give it a trial to test its value. Thousands of wonderful cures have been effected by it. Sold everywhere at 2s. 9d. per bottle. Beware of worthless imitations and substitutes.—ADV.

TAIYUANFU, SHA.

FROM OUR OWN CORRESPONDENT.

24th September.

A Resettlement.

The disturbed condition of the southern part of the province, reported in a former letter, has passed over. The trouble did not last long. It was only a summer's day irritation. The origin is still shrouded in mystery. A private letter gave yamen oppression as the cause. The sufferers allied themselves with the Kolao Hui and gave the officials a spell of uneasiness. The people generally were much alarmed. Distant hsiens were looking to their walls, and the residents were preparing to imitate the prodigal son by gathering together their portion of goods and emigrating into a safer and more congenial part of the country. Whether this was a more intensified form of a general state of discontent is uncertain. It is, however, evident that highway robberies and banditti are very general and cause widespread anxiety day and night. This year foreign ladies have been attacked in the open day and their luggage rifled; one foreign house at least has been attacked, and recently within five miles of the provincial capital, on the main road to Tientsin, in mid-day, with travellers continually passing, a small military official was dragged from his cart and brutally murdered. The murderers have not yet been caught. The lapse of time it is feared gives no promise that they will be brought to justice.

The Passing of the Examinations.

The elimination of the usual examinations from the literary life of the people is likely to work great changes and modify opinions largely. The decree has already affected the students. There has been a great increase in the number of applicants for admission into the Shensi university, and the other colleges in the city. The students in the outside districts who, as a rule, do not come into contact with the residents in the cities, are also feeling the change and showing a more friendly attitude. The result of the summer term examinations in the western branch of the college had much to do too in arousing the scholars from their lethargy. When it was found that twenty-five out of twenty-six, the full number examined, obtained a degree, people began to understand that the pursuit of mathematics and kindred subjects might be useful as well as honourable. These students who passed here will soon proceed to Peking for a test examination. They underwent two here, one by the college staff, and the other by the Governor and the hsehtai, so they should be well examined after the Peking turn. Here they were examined in a large number of subjects, and the standard would correspond to the matriculation of the London university, with a difference that a larger range of subjects was set here. The authorities have established another school this term. It is to be called "the Elementary Military School." Every county has to supply two efficient scholars. They must be under eighteen years of age, of good constitution, and able to lift with one hand 75 lbs. Two hundred scholars have been accepted after examination. They may come up to requirements in other respects, but in age, many have passed the specified time. Anyhow

it is not often boys of eighteen with moustaches are met with in China. They will receive free board and tuition. There is some difficulty in obtaining efficient teachers.

The western department of the college has secured the services of an efficient instructor for drilling the students. It is satisfactory to some that he belongs to the British army. The students have been trained in the German way, in the past, under a Chinese instructor. The work was not very efficient, and already there is a marked improvement under new methods and a new man.

Local Government.

The old Governor will soon leave us for his new post in Hunan. The time has been too short for him to have accomplished any big reform or to initiate any important work for the advancement of the province. And it is difficult to think that the provincial authorities can possibly undertake the responsibilities of any large works so long as the present methods of government remain unchanged. Within the last three years every member of the executive here has been changed at least once. The high officials who have been here have just had time to make their journeys, learn the routine of office, and possibly, in some cases, time to recover the cost of an interview in Peking, and initial expenses, when they are called to go elsewhere. Of course it should be remembered that this arrangement has certain advantages and is found possibly to be very lucrative to the Peking bureau. In a certain way too it keeps the people from being overburdened with constant demands for money, for local improvement, which authorities with a longer tenure of office would be likely to impose upon them. Further it would possibly mean that the people would lose much of their democratic spirit and the independency they at present enjoy under the paternal Government of Peking were the provinces saddled with the rule of a permanent Governor. However there would be compensations under an enlightened and capable man. And China will either have to alter the present tenure of office held in the provinces, or the Peking Government will have to initiate and carry on a continuous policy for the improvement of the whole Empire. It is doubtful however whether this would be possible for such a large Empire, and the sooner they do the other the better. It is not easy to consummate reform on present lines.

SAINT ANDREW'S SOCIETY OF SHANGHAI.

COMMITTEE'S REPORT 1904-1905.

Your Committee have pleasure in submitting their report and statement of accounts for the past year, 1904-1905.

The statement of receipts and expenditure shows a credit balance of \$623.52, of which it is proposed to transfer Tls. 185 to Charity Reserve Account, thus increasing that fund to Tls. 4,700.

During the year sixty new members have joined. The Committee would point out, however, that with so large a Society as this it is impossible to keep trace of all the members, many of whom are sea-going people, others go home or are transferred to other ports, the result being that a large proportion of the

subscriptions remain unpaid. The committee however keep the names of subscribers on the books as long as there is any prospect of the member returning. During the year subscriptions have been collected from 497 members; also 51 subscriptions which had been in arrears.

ANNUAL CELEBRATION.—This took the form of a ball given in the Town Hall on the 30th November last. The Committee regret to report there is no surplus.

BURNS CONCERT.—The surplus from this concert amounted to \$407.30, which is a welcome addition to the funds of the Society.

CHARITABLE FUND.—The calls upon this fund have been numerous this year, and several Scotchmen in distressed circumstances have been assisted with passages home or have received pecuniary relief in some form or another. The amount so expended amounts to \$777.36 against \$1,280 last year.

BURSARIES.—The sum of \$200 has been expended in providing bursaries for two children of Scottish parentage. The successful candidates being Katherine Taylor and James Main.

CHARITY RESERVE FUND.—This fund with the interest thereon now amounts to Tls. 4,515.00.

As arranged at the last Annual General Meeting the accounts were closed this year on 31st August, instead of 30th September.

Your Committee have to express regret at the loss of the valuable services of several of their colleagues owing to their having left Shanghai. Mr. C. M. Bain was invited to take the place of Mr. R. D. Watt, but it was not considered necessary to fill the other vacancies.

Your Committee have to thank Mr. C. H. Rutherford for kindly auditing the accounts, and Mr. E. W. Clements, Mr. John Lennox, Mr. G. C. Wilson, and others for their successful efforts in furthering the interests of the Society amongst the shipping community.

JAS. MCKIE,
President.

W. D. GRAHAM,
Hon. Secretary.
Shanghai, 29th September, 1905.

Statement of receipts and expenditure for the year ending 31st August, 1905, for presentation at the Annual General Meeting to be held in the Town Hall on Monday evening, the 16th October, at 9 o'clock.

Receipts.	
To Balance carried from last year's Account..	\$ 122.82
" Cash Subscriptions from 497 Members @ \$2.00.....	\$994.00
" 51 arrears from last year	102.00
" Arrears from Calendonian Ball	60.00
	1,156.00
" Amount of Temporary Relief refunded	60.00
" Interest from Bank.....	3.55
" Surplus from Burns Concert	407.30
	\$1,749.67

Expenditure.	
By Cash disbursed in Relief	\$777.36
" Bursaries	200.00
" Advertising, Printing, etc.	119.92
" Room for Meetings.....	25.16
" Insurance Account	3.71
" Balance at Bankers.....	623.52
	\$1,749.67

CHARITY RESERVE FUND.

Dr.		Tls.
To Fixed Deposit with the Hongkong and Shanghai Banking Corporation, maturing 30th September, 1905.....		4,515.00
		Tls. 4,515.00
Cr.		Tls.
By Amount of Reserve at this date		4,300.00
" Interest on Fixed Deposit.....		215.00
		Tls. 4,515.00

E. & O. E.

Shanghai, 29th September, 1905.

JAS. CHRISTIE,
Hon. Treasurer.

Audited and found correct,
C. H. RUTHERFORD.

SPORT.

Hockey.

A meeting was held at the Boathouse on Wednesday, to discuss the revival of the Shanghai Hockey Club. There were present:—Messrs. P. Lambe, C. R. Harris, C. J. Scott, C. H. Ryde, H. W. Daldy, C. E. Garner, C. W. Beswick, G. A. Turner, V. H. Lanning, T. H. Fraser, D. E. Donnelly, A. A. Brady, W. B. Boyers, H. Greig, and G. R. Anderson. Mr. C. H. Ryde was voted to the chair.

The meeting proceeded to discuss the revival of the Hockey Club, and it was unanimously agreed that the Club should be at once revived, and the following officers were elected:—President: Mr. C. H. Ryde; Committee: Messrs. H. W. Daldy, P. Lambe, G. A. Turner, V. H. Lanning; Hon. Sec.: Mr. C. W. Beswick; Hon. Treas.: Mr. C. J. Scott.

After some discussion it was decided that the entrance fee be \$2, and the annual subscription \$2.

A vote of thanks to the Rowing Club for the use of the room terminated the proceedings.

We are asked to state that any gentleman wishing to join the Hockey Club should communicate with the Hon. Secretary, Mr. C. W. Beswick, care of Messrs. David Sassoon & Co., Ltd. 23, Bund.

The International Walk.

A well attended meeting of Scotsmen, held at the Rowing Club premises on the 10th inst., unanimously decided to enter a team in the forthcoming tournament. The proposition was energetically received and matters of detail left to a sub-committee which will report progress to a subsequent meeting of Scotsmen to be held at the conclusion of the St. Andrew's Society gathering in the Town Hall on Monday evening next.

"FOR THE BLOOD IS THE LIFE."—Clarke's World-famed Blood Mixture is warranted to cleanse the blood from all impurities from whatever cause arising. For Scrofula, Scurvy, Eczema, Bad Legs, Skin and Blood Diseases, Pimples, and Sores of all kinds, its effects are marvellous. Thousands of wonderful cures have been effected by it. Sold everywhere at 2s. 9d. Beware of worthless imitations.—Adv.

CORRESPONDENCE.

THE MUNICIPAL COUNCIL AND EXPLOSIVE MINES.

To the Editor of the

"NORTH-CHINA DAILY NEWS."

SIR,—Those who know anything about marine mines must have smiled sadly at the deliberations of the City Fathers and the conclusion they arrived at that, by a system of rewards offered to fishermen, on the coast, much might be done to remove this source of danger. (See "N.-C. Daily News" of this date.)

Can anything be more absurd or dangerous than for ignorant people to handle this terrible instrument of war. The Municipal Council have addressed a letter to the Senior Consul urging what is really a suicidal temptation to an inoffensive people living in a humble sphere of life and to whom the gain of a reward would spell Eldorado. Yet they would be helplessly and helplessly handicapped to obtain it.

Let me suggest—to give point to the argument—that the City Fathers employ a fishing boat and then exercise their personal talents in persuading either a tipping or spiked mine to be captured—for captured it must be to give evidence of the integrity and honesty of the capturers. To say the least it would be exciting sport and any possible spectator would cautiously keep a safe distance.

Why, then, urge the poor fishermen to do work fit only for a gunboat in reality, although many of our merchant fleet have rendered them valuable services in destroying the infernal machines?

I am, etc.,

FATA OBSTANT.

12th October.

IMPERIAL DECREES.

BY TELEGRAPH FROM PEKING.

SPECIALLY TRANSLATED FOR THE "NORTH-CHINA DAILY NEWS."

11th October.

(1) P'ang Hung-shu, Provincial Treasurer of Hunan, is appointed Acting Governor of same (vice Tuan Fang to go abroad).

(2) Chang Tseng-yang, Governor of Shansi, is hereby transferred to the Governorship of Chékiang province, vice Nieh Chih-kuei, resigned. Chang Tseng-yang is further commanded to proceed with all haste to his new post, which, pending his arrival, is to be held, ad interim, by Jui Hsing, Tartar General of Hangchow.

Note:—Chang Tseng-yang is a nephew of Viceroy Chang Chih-tung of the Hukuang provinces.—Translator.

(3) Chang Jen-chun is appointed Governor of Shansi province, vice Chang Tseng-yang, transferred as above.

Note:—Chang Jen-chun was Governor of Kuangtung province at the time (last summer) that post was ordered by Imperial Decree to be abolished, on the score of economy.—Translator.

(4) Pao Fén (Manchu), Provincial Judge of Chihli, is promoted to be Provincial Treasurer of Chékiang, vice Wéng Tseng-kuei, resigned. The Chihli Provincial Judgeship is hereby given to Tséng Yun (Manchu).

Note:—Tséng Yun was appointed by an Imperial Edict of the 9th instant

Acting Provincial Judge of Hupeh, vice Tsên Ch'un-ming, promoted Acting Governor of Kueichou province.—Translator.

NOTES ON NATIVE AFFAIRS.

13th October.

The Remains

of his late Excellency Admiral Yeh Tsu-kuei, Commander-in-Chief of the Combined Peiyang and Nanyang squadrons, Admiral of the Naval forces of Kuangtung province, and Director-in-Chief of the Kiangnan Arsenal Dockyard, which were taken from his residence in the Kiangnan Arsenal on Monday morning last, and carried to the Kinleeyuen Wharf to be shipped to Foochow, the native city of the late Admiral, left yesterday morning for that city by the C.M.S. Haean, which was chartered for the purpose. The Haean was seen to fly the late Admiral's flag at half-mast when leaving the harbour. A large number of local mandarins were at the wharf.

The Travelling Commission.

Should nothing else intervene, the Commission going abroad to study the political and economic conditions of foreign countries will still consist of five High Commissioners, namely, His Highness the Imperial Duke Tsai Tséh, and their Excellencies Tai Hung-tze (Vice-President of the Board of Revenue), Tuan Fang (Governor of Hunan), Li Shêng-to (Governor of Peking) and Tsêng Kuang-ch'uan (Chinese Minister to Corea). His Excellency Li Shêng-to, who was a couple of years ago Chinese Minister at Tokio, is an intelligent and enlightened official of high literary rank and takes the place of H.E. Hsu Shih-ch'ang, one of the original five High Commissioners. Hsu Shih-ch'ang, has been now promoted from a probationary to a full-fledged Grand Councillor (besides being made President of the new Ministry of Public Safety) is retained in Peking, as his presence is urgently needed in the Grand Council. Should he be allowed to proceed abroad there would be left only Prince Ching to give daily needful advice to their Imperial Majesties in the present important crisis through which the country is passing. H. E. Hsu Shih-chang must therefore remain in Peking, and his duties as Grand Councillor, coupled with those of the new Ministry of Public Safety, will doubtless require all his abilities and time to fulfil satisfactorily. H. E. Li Shêng-to, it is stated, will first make a tour of investigation in Europe and after drawing up a report of the result of his observations to the Throne will not return to China with the other Commissioners but will proceed to London, where he will take over the seals of the Chinese Ministership to the Court of St. James from the retiring Minister Chang Tê-yi. His Excellency Tsêng Kuang-ch'uan, the present Chinese Minister at Seoul, takes the place of Shao Ying, the last of the five High Commissioners, whose injuries received in the bomb explosion of the 24th ultimo will prevent his leaving Peking for some time to come. H.E. Tsêng Kuang-ch'uan is the nephew and adopted son of the late Marquis Tsêng, at one time Chinese Minister to Great Britain, France, and

Italy, and was well-known to Londoners during his adopted father's sojourn there, as Lord Kingeast Tsêng, by whom he was much liked and most popular. H.E. Tsêng Kuang-ch'uan is very well educated and speaks English and French well. He will be a decided acquisition to the mission.

Postponed Again.

Telegraphic dispatches from Peking received here yesterday state that the High Commissioners are not to leave Peking until after the celebration of H. I. M. the Empress Dowager's seventy-first birthday anniversary, which falls on the 6th proximo, and that the personages expected to arrive here to-day from the North are only a portion of the High Commissioners' suite who are to wait for their Excellencies in Shanghai.

AMOK WITH A HATCHET.

A somewhat serious affray occurred in the West Hongkew district yesterday evening. It appears that about 8 p.m. a noted loafer, who has been before the Mixed Court at least once before, entered a house in Purdon Road and went up to an upper room. The inmates attempted to eject him and after discussing how to get him out finally decided to send for the police. The loafer evidently overheard their conversation, for he rushed downstairs, seized a hatchet and began laying about with it, and seriously wounded the two women. He the man who were in the house, and his victims rushed out into the street. Their cries attracted the attention of a Sikh constable near by who, on ascertaining the cause, succeeded in arresting their assailant. The whole party then adjourned to West Hongkew station. One of the women was suffering from a deep gash behind the ear, the other had a nasty slash on the cheek and the man was suffering from a gash on the hand which had severed one of the tendons. The sergeant on duty bandaged the victims as well as he could and as they were all bleeding profusely he probably saved at least one of them from bleeding to death. The victims were then taken to St. Luke's hospital where, after their wounds were dressed, the surgeon stated that the wounds of the two women would require at least three weeks to heal. The assailant was locked up and will be brought before the Mixed Court in due course.

H. M. SUPREME COURT.

Shanghai, 11th October.

Before Mr. Justice DE SAUSMAREZ.

R. v. STACKEN SINGH.

Witness, on resuming, in the afternoon said that when the Indian found he could not catch the two boats he came back with the rifle, running. About ten paces away from the boat he began to slacken his pace. When he slackened his pace he said "hurry up and get on your boat; chase those two boats; if you don't do this I will shoot you." This was said to deceased, last witness, and witness, who were the only persons on shore. Deceased at

this time was holding the plank, waiting for the Indian to get on board. Witness only knew accused had a rifle of foreign manufacture; he could not identify it. Deceased had his back towards accused when the latter fired at him. When the shot was fired witness and the blind man were on board. There were two or three men following the Indian. Witness and deceased and the blind man were trying to obey the Indian's orders. Witness did not see accused load the rifle.

By his Lordship—When the Indian went ashore he took the rifle with him. Accused held the gun in both hands from the time he began to run. There was no money paid for the hire of this boat. The blind man went on board first when accused called out to them. Witness went to Feichang after deceased's death. When the accused first boarded, they went westwards; the direction in which they intended to go was eastwards but accused made them turn round. He did not pay them and they were afraid of his beating them. He beat them with his hand. Accused was about ten paces away from the boat when he fired. Accused told witness to get on board. Witness did so. He then called out to deceased to get on board and then fired.

The Crown Advocate said his position was one of slight difficulty. The witnesses were sent down from a provincial Court and produced as witnesses for the prosecution. Counsel, however, understood from two of the Chinese, officials, with whom he had had dealings that they considered the two witnesses he had already called as witnesses for the prosecution and the balance as witnesses for the defence. He had to explain that as all the witnesses originally called must be produced.

His Lordship thought that in view of the fact that accused was undefended it was the proper course to call all the witnesses. If the Crown Advocate considered they were not telling the truth he would consider an application for leave to cross-examine.

The Crown Advocate said there was a brother of deceased, who of course would be called by Chinese law whether he knew anything of the affair or not. He could only testify as to the condition of the body when he found it.

His Lordship said he did not think it very much mattered where the wound was. He would rather hesitate to take that evidence, quasi-medical as it must be.

The Crown Advocate stated that the Feichang magistrate was not present in Court. He was not on the scene at the time.

Hsieh Tien-yung, sworn, said he had seen accused before. He changed into three boats before the shooting took place.

The witness here became very obtuse and kept saying he did not understand, or he forgot, when questions were addressed to him, until at last the Crown Advocate gave up examining him in despair.

His Lordship said that, of course, it must be understood that the demeanour of this witness was very much more damaging to the prosecution than any story he could tell.

The Crown Advocate said that when he saw this witness before he had the assistance of the Chinese officials, and they considered him a witness for the defence. He then told his story as it appeared on the deposition.

His Lordship ordered the witness to stand down for the present.

The Crown Advocate said that another witness he intended to call had absconded.

Wong Shun, cautioned, said he was at a place called Hsuehataokou last month. He got there by boat, on the 12th. When the boat stopped it was in order that they might get other boats to continue their voyage. They anchored and there was a gangway plank. Someone was shot that day. Accused was on shore before the shooting, in search of boats. He had a rifle. Some of the laodah's men—three or four—were on shore, not far from the boat. The Indian did not catch the other boats. The Indian called out to the crew of these boats that if they did not come near the shore he would shoot them. He then stooped down and aimed at them, but did not fire. After that accused came back to the boat, running, and called out to get ready and chase the other boats. After the words were spoken the report of the gun was heard. A man, who was standing on the ground alongside the boat, by the gangway, was hurt. Accused was about ten yards away from deceased when he fired. Another coolie whose name was like his came down from the same place, but did not accompany witness to Shanghai.

By his Lordship—There were a number of persons on board the boat. They anchored about sunset. Witness was awake because he was seasick. The last witness was on board too. Witness saw accused go ashore, and saw the shot fired.

Hsieh Lien-yung, recalled, said when the boat was tied up to the bank he was sitting near last witness. Accused went ashore after the boat was anchored. Some of the crew went ashore. Deceased was on shore, with the owner and another man. Accused had a gun and stooped down and aimed at the two boats. Deceased was waiting for accused to come on board. The Indian ran fast towards the boat and then stood still. When the gun went off it was up to his shoulder. Accused's rifle was about three yards from deceased when it went off.

By Accused—There was no swearing on the part of accused or deceased.

A native pedlar who was also on the boat was asleep, heard the report, went out, and saw deceased lying dead on the ground. Witness was in one other boat before this one. Witness did not see accused pay anything.

By his Lordship—When accused was stopped a man called Tsung took charge of the coolies.

Accused said he gave some cash to this witness.

Witness said he received some cash from Tsung with expenses of the party. Accused paid for the boat; the last boat was paid for.

By his Lordship—Witness did not hear the boatmen make any objection to coming. They seemed afraid of accused.

The Crown Advocate called for the witness Chang Yu-chang, who was not in Court. He therefore asked to be allowed to put in the depositions of this and the other absent witness.

His Lordship stated that at the trial at Chefoo a statement by accused was read. Accused remembered it.

His Lordship then read prisoner's statement, which was as follows:—

I was in charge of a party of coolies that had been recruited in Puchou and was bringing them down the Yellow River to Chinanfu. I had engaged the junk at a place about 40 li from Puchou. After embarking and going 30 li the boatmen said that they wished to return and asked

me to take another junk. I thereupon changed into another junk and paid the man 500 cash. This sampan went to a certain village about 40 li away where I again changed to a third sampan. After going a few li the boatman said the tide was too strong and also that they had no food on board and asked my permission to stop. I offered to give him plenty of cakes and I gave him all he wanted.

My food also was finished, so the boat was stopped and I sent one of my headmen to buy some chicken and vegetables. My headman bought some and I killed the chicken and prepared some curry with half the chicken, giving the other half to the boatman to eat in the afternoon. The boatman then said he could go on no further and asked me to engage another junk. I was on the bank at the time and I called out to two sampans that were near and asked them to take me to Chinanfu. On seeing my red turban the boats cleared off and at the same time one of the headmen belonging to my coolies came running towards me, carrying my rifle which I had left on board. I asked him why he was bringing me the rifle and he said that he was only bringing it to me and that my junk was just going to start. I took the rifle, and holding it at the trail I ran towards the boat and jumped on to the gangway. When I jumped I heard a report and saw one of the crew was hit and staggering about. Two or three coolies came and told me I had shot the man, and the sampan master said he wanted to bury the man, but I said I had no money but would pay him all expenses at Chinanfu. The boatman agreed, but the villagers came and advised the boatman not to do it. I was then tied and kept all night until the magistrate's runners came in the morning. Just before the runners came a missionary arrived on the scene and had me untied, and I told the missionary about the accident. The Chinese name of the missionary was Ma. The sampan master in my hearing told the missionary how I was carrying my rifle and how the accident happened. The missionary promised to write to the Consul at Chefoo. When the magistrate arrested me he said to me "If you will pay one thousand dollars now I will settle the case; if not I will send you to Chinanfu." I replied that I had no money and asked to be sent to Chinanfu.

After reading this statement his Lordship recalled the last witness.

Witness stated that they got to Hsuehataokou about 1 p.m. They did not stop on the way; they had sufficient provisions on board. He could not remember whether the Indian got a chicken that day.

His Lordship informed accused that if he liked he could go into the box and give evidence on oath.

Accused said he had nothing to add to his statement. He had heard of a witness for the defence, but did not know whether he came to Shanghai or not.

His Lordship thought that if a man were employed by a foreign agency it was extraordinary that they did not look after him. He thought it absolutely scandalous that prisoner should be left to conduct his defence in this way.

Accused thought a witness had come down and gone to the Consul here.

The Crown Advocate understood that a Chinese had come down at the same time as accused and that he was at the Police Station.

The Registrar stated that there was a man called Chang Yu-chung who had come

down; he could procure him in a few minutes.

The foreman of the jury asked if the name of accused's employers could not be stated.

His Lordship said he would be very glad to know, and that he would take means to find out.

The Crown Advocate said he thought it was his duty under the circumstances to say that when he opened the case he explained as fully as possible the nature of the crime, and he had only now to say that the evidence for the prosecution was what he expected, and that he did not and would not expect to find such varying evidence in any prosecution. On account of this variation the Jury must not neglect to consider the fact whether manslaughter had or had not been committed. They had to consider the circumstances under which this man died. His death was no doubt caused by this rifle held in some way by accused. There was a technical case to consider and with these remarks he would leave the case in the hands of his Lordship and the Jury.

The Court then adjourned for a short time until the arrival of the witness Chang Yu-chung.

Chang Yu-chung, cautioned, said he remembered a man being shot by accused. Witness was on a junk that day; he was a coolie. Witness did not remember whether the boat stopped that day before they reached the place where the man was shot. Witness did not know why the boat was stopped. They went to the bank. The boatman said accused could get another boat; they had carried him for almost a day and wanted to go back. The other boats escaped from accused. The boatmen said this before the boat was stopped. The Indian went ashore and the No. 3 head coolie took the rifle to him. The Indian wanted the gun. When the men in the two boats saw accused with the gun they escaped. Accused came back, and hurried his own boat to chase the others. He ran back fast, and somehow his gun went off. Witness was on the boat and was watching all the time. He heard the noise of the gun hitting against accused's thigh. After the noise a boatman dropped dead.

By accused—(Witness took hold of the rifle and showed how accused held it—at the trail). When accused stopped, the gun went off. Accused was then about eight yards from deceased. He did not call out anything as he was running. Witness did not understand or hear accused tell deceased to hurry up or he would shoot him.

Accused told witness to tell the truth and not to help him or the other Chinese.

In reply to further questions by accused, witness said the blind coolie was blind before deceased was killed. The blind witness could not see at all. Witness did not hear any abusive language on either side, nor had he seen any trouble between accused and other boatmen. Accused paid his fare. The blind man was on shore when deceased was shot.

Cross-examined by the Crown Advocate—Witness gave evidence at Chefoo. He was sent down by the British Consul and had been lodged in gaol ever since. The rest of the coolies ran away. Witness's foreign employers were the Foo Shing Company.

By his Lordship—After giving evidence at Chefoo witness came down to Shanghai. The Foo Shing accountant told witness to remain at the office at Chefoo and he would be paid \$18. He was paid \$7 a month and then came on here. Witness was at present staying at a place where

he was not allowed to come out and food was brought to him. (Laughter.)

This concluded the evidence and his Lordship then proceeded to sum up. He said that no one who had heard the evidence could come to the conclusion that prisoner deliberately intended to take deceased's life. The evidence might be divided into three heads: first, the evidence given by the first two witnesses; second, that given by the other witnesses for the prosecution; and third, that given by the last witness. Here was an Indian employed by some firm, the Chinese name of which had been given in evidence. He might say that at Chefoo a Mr. Schwabe appeared with a power of attorney for the firm. It was apparently a foreign firm and they sent up prisoner to bring down coolies to be sent to South Africa. This was a very serious responsibility to put into the hands of any man, especially a man of accused's education, class, and nationality. Probably prisoner did not think so much of the sanctity of life as we did, and he was more likely to be careless in his actions. Therefore, in his mind, the people who were most to blame in this case were the people who employed him, but however faulty and wanting they might be, the Jury had to consider the facts of the case and the law as it applied to it. There was no doubt, first of all, that deceased was killed by a rifle in prisoner's hands, and prisoner had to justify or excuse his act. He could not justify it on the ground that he shot deceased in self defence; he might excuse it by saying it was an accident. If a man carried a gun he had to be careful, and if he killed someone through carelessness he was guilty of manslaughter, though the punishment might not be a heavy one. The question the jury had to decide was: was this man carrying his rifle carelessly? If they believed the story that accused threatened to shoot they would find it hard to free prisoner from responsibility. The jury, if they examined the rifle would find that the pull was very light and that it would go off very easily.

If a man had a rifle with a pull so light that it went off with a slight jerk he should not carry it in such a way that it could go off. Prisoner had no legal reason for having a rifle in his hand. With regard to prisoner's previous conduct they had no evidence that he had not been in the habit of paying the boats he hired. It was quite possible he did not pay the last boat owing to the excitement over this affair, and he did not think the Jury would be justified in assuming that accused went about commandeering any boat he liked. He did not think that the evidence of the crew could be much relied upon in a case of this kind. If, as the last witness said, he got his rifle to catch the other boats he did act in an imprudent way. The Jury had to consider whether the rifle went off because accused was acting in a rash way, or whether, in his hurry to get back to his boat the rifle went off, through no fault of his own.

The Jury retired and returning after an absence of about five minutes, found prisoner "not guilty."

His Lordship—Prisoner. The Jury have found you not guilty, and you are therefore discharged. I cannot help feeling that the Jury have been influenced very much in their finding by recognising that you were put by others in a responsible position where it was a bit difficult for you to know what to do, and in consequence of that they have taken this view of your conduct. You are discharged.

EMPLOYERS' RESPONSIBILITIES IN THE INTERIOR.

When the Jury had retired the Crown Advocate asked permission to address his Lordship. He wished to draw his Lordship's attention to a desire which he could well understand on the part of the Chinese Authorities, that incidents of this kind should not happen if any thing could be done to prevent them. It was a question of the men's employers, and if his Lordship could do so he would like him to make a recommendation that they were really responsible. It seemed to him that the present case was due to the hong more than to accused, and therefore if his Lordship could see his way to making any suggestion for the protection of lives and property up country he respectfully suggested that his Lordship should make a recommendation.

His Lordship—I entirely agree with what you say. The question of restraining, when it is necessary, our subjects in a country where they are far away from their Consul and not amenable to any Court of Jurisdiction is one of very grave moment. I think it ought to be brought home, and if I can in any way bring it home, it will be brought home, to people engaged in sending agents about in China and Manchuria, that they are taking very grave risk and responsibility, and that it is their duty to see, whoever their agents are, that they are men who will behave themselves just as well in the interior as when they are within reach of the arm of the law. I say it is their duty to see that that is the class of man they send. If they send a man like this man before us it is as great a hardship to him as to the people among whom he is sent. They have no right to send such a man. I have a very strong feeling as regards the duty of Courts in this country. We should always see that the hospitality which we experience living in China—because we are guests in this country—that that hospitality is properly repaid. It will certainly be my object as long, as I have the honour to preside in this Court, to see that our obligations are properly fulfilled.

Shanghai, 12th October.

R. B. MOORHEAD v. SABINA HOOSSEN.

Plaintiff's petition stated that he was the registered owner of a lot of land situated in Boone Road and registered as B. C. Lot 5190. Defendant, without lease or licence, had wrongfully taken possession of a portion of the land and commenced to build thereon. Plaintiff therefore prayed for an order that defendant do give up possession of the said land and the building or buildings thereon.

Defendant's answer stated that she had been in possession of the said land for a considerable period and had received no notice to quit. Defendant's predecessors in title entered into an agreement in writing in the Chinese language, dated the 10th day of the 11th moon of the 29th year of Kuang Hsu to rent one mow or thereabouts from the proprietors thereof and paid the sum of \$250 as bargain money. In confirmation of this agreement on the 26th day of the 3rd moon of the following year the proprietors duly executed a lease in writing in the Chinese language whereby the said mow of land or thereabouts was leased to defendant's predecessors in title for a term of twenty years at a rent of \$250 a year, payable quarterly.

The agreement and lease would be referred to. Defendant's predecessors in title went into possession of the land under the terms of the lease, paying two years' rent in advance, and were legally and rightfully in possession thereof. The agreement and lease were prior to the date of defendant's title deed and defendant alleged that the title deed was wrongfully obtained and therefore null and void. In the alternative defendant said that plaintiff's title to the said land, if any, was subject to the lease held by defendant.

Mr. Hanson appeared for plaintiff; Mr. Morgan Phillips defended.

Mr. Hanson outlined the evidence he intended to call and also referred his Lordship to the judgment of Sir Nicholas Hannen in the case of Major v. Jardine, Matheson & Co. ("North-China Herald," 5th January 1894, p. 21) in which it was held that the Court could not go behind the Taotai's title deed. The alleged lease seemed to have been signed by Mr. Hoosen, who died on the 4th of April last, and no will of his had been proved in this Court.

R. B. Moorhead, sworn, said he was registered owner of B. C. Lot 5190. (Identified Consular title deed and official plan). The land in dispute was in the south-east corner of the lot. Mr. Wong Sing-san asked witness to get the land registered on the 13th of October 1904. The bill of sale handed to witness was stamped by the tipao. Witness applied to the American Consulate and got the land registered as U. S. Lot 1241. Everything went through in the ordinary course, and boundary stones bearing the lot number were put down. Witness applied to have the land transferred to the British Consulate, as he was informed that land owned by a British subject must be registered at the British Consulate. Witness had never given permission to Mr. or Mrs. Hoosen to occupy this land. He took proceedings in Court against the building contractor, and the magistrate and assessor said the dispute was between British subjects and must be decided at the British Court. A portion of the lot 5190 in the north-east had been transferred and the deed was endorsed.

Cross-examined—Witness deposited the bill of sale at the American Consulate, whence it was sent to the city. Witness had no beneficial interest in this land.

Wong Sing-san, cautioned, said he was secretary to H. E. Sheng Kung-pao and had with his permission been appointed secretary to H. E. Kai, one of the envoys to Europe. Witness was a Chinese M.A. and held the rank of Expectant Taotai. He purchased the land in dispute. It was the temple's property but was given by the gentry's ancestry. Witness bought the land through the city magistrate. A petition was sent in by the local gentry for leave to sell the land. Witness saw the petition through the magistrate, who made an order granting the sale. Witness paid \$7,000 for the land; \$4,000 on the 10th of the 5th moon. The order for the sale was dated the 11th day of the 4th moon. Witness paid the balance of \$3,000 on the 12th of the 6th moon. He got the fangtans on the 19th of the 7th moon. After witness paid his money the gentry sent in a petition asking the magistrate for the fangtans. Witness asked the tipao to put on the proper chop and then gave the fangtans to plaintiff, and asked him to get a foreign title-deed registered. Mrs. Hoosen was not occupying this land with witness's consent. The temple was a Buddhist temple. There was a committee of gentry attached to it.

to look after it. Witness knew two of them. The committee had the power of appointing and dismissing the monks. The monks could give a lease for a few months or a year, but not a perpetual lease. The gentry alone had the power to sell and lease the property. The sale was asked for the benefit of new schools.

Cross-examined—Witness saw the gentry's petition. Before witness purchased the land he heard nothing of the lease of part of the property. He heard about it at the end of the sixth moon of last year, about the same time as he paid the money. Witness was one of the gentry, but not a member of the committee. He had something to do with the appointment of a monk. The three monks behaved badly, so they selected a new monk. Witness was appointed a manager of the new school by the magistrate and was therefore present at the appointment of the monk. Witness knew there was a lease of part of the property at the back of the temple, but he did not know for how long. The people there could be turned out any day. This lease was granted by one of the Committee. He had not heard of another lease being granted by the monks. He did not know of a lease by the monks of part of the temple property for five years, before this lease to Hoosen.

Re-examined—The magistrate told witness the monks had petitioned to say they had leased this property, but they had no power to lease the property.

By Mr. Phillips—Witness knew of some temple property in Bubbling Well Road which was leased to the Municipal Council for 20 or 21 years. He did not know of a case of temple property being sold before.

Loh Ting-zhang said he was one of the Committee of the temple. There were four members: Loh Cha-ling, Loh Ping-lung, Zie Zue-ling, and himself. He had been a member of the Committee for about four years. His father was an original member of the Committee. The monks' names were See Sze, Lu Tung, and Yuen Tai. The fangtans were placed in the hands of the city magistrate by the Committee, because there was formerly a dispute between the monks. In the fourth moon of last year the Committee sent in a petition and Mr. Wong Sing-san bought the land. When permission was granted another petition was sent in asking for the fangtans and the magistrate sent them. When the first petition was sent in the monks said nothing of the lease; the Committee informed them that they must not lease any of the land. Some of the land was formerly leased to Wong Ta-wu by the committee; that lease had already expired. See Sze was now dead. A petition was sent to the magistrate's yamen on the 6th or 7th moon last year by the Committee, charging Lu

Tung with doing work at his own will and asking that he should be punished. Lu Tung got so frightened on hearing he was charged that he died shortly after. Yuen Tai was charged by the police with stealing and was cangued for a month. He was so ashamed that he returned to the temple no more.

The Court at this stage adjourned for tiffin.

H. M. POLICE COURT

Shanghai, 12th October.

Before J. C. E. DOUGLAS, Esq., Police Magistrate.

R. v. F. W. HARRIS.

Francis William Harris was charged with having been drunk and incapable in Seward Road on the 11th instant.

The defendant admitted the truth of the charge, but said he would like to see a doctor before going to gaol as he had had an accident the previous day.

In reply to His Worship, Detective-sergeant Kingston said he had that morning taken the defendant to the General Hospital, where his wounds had been dressed. The Sister said the defendant would be all right if the dressing was changed each day.

Indian P. C. 160, sworn, said that at 9.50 a.m. on the 11th instant he found the defendant lying on the footpath in Seward Road. He had been injured, and witness took him in a risha to the Police Station.

In reply to His Worship, the defendant said he had been knocked down in the road by a two-wheeled handcart.

Detective-sergeant Kingston said there were two previous convictions against the defendant—one for begging and the other for being drunk.

His Worship said the defendant was a nuisance to police, traffic, and everybody. He would have to pay a fine of \$10, or in the alternative undergo 14 days' imprisonment with hard labour. He said the defendant must try to get out of the port, or he would spend most of his time in the British gaol.

The defendant said he had tried to get away, but could not.

MARRIAGE.

DELBOURGO—SCHWARTZ.—On the 11th of October, 1905, at H.B.M.'s Consulate-General, and then at Sherith Israel Synagogue, Shanghai, Joseph Delbourgo to Elizabeth Schwartz.

European papers please copy.

DEATH.

EMERY.—On the 2nd of October, 1905, at Chinkiang, David Alfred Emery.

American papers please copy.

PASSENGERS.

OUTWARD.

Per str. SHENGKING.—For Weihaiwei—Mr. and Mrs. H. R. Phillips, and Capt. Thompson. For Chefoo—Miss Hena, and Sister Le Henri. For Tientsin—Capt. and Mrs. H. H. Brown, Messrs. F. W. Poate, J. A. David, Williams, and Thomas.

INWARD.

Per str. CHENAN.—From Nagasaki—Mrs. Berner, Mrs. L. Mansbridge, Mrs. R. Mansbridge, Messrs. Ivan Boradin, R. I. Fearon, and J. Millar.

Per str. KUTWO.—From Hankow—Mr. and Mrs. Wong Kai-zur, Messrs. J. J. Woodruff and S. E. Matthews. From Kiukiang—Messrs. E. C. Sullivan and Paul Paasche. From Chinkiang—Messrs. C. Caines and Gracia.

Per str. PAOHUA.—From Hankow—Mrs. Miss and Masters (5) Woodbridge, and Mr. Smith.

Per str. KIANGTEEN.—From Ningpo—Mrs. Sarms, Revs. Walker and Kepler, Messrs. Fam, Sim, and Liu.

Per str. HANYANG.—From Chefoo—Mr. O. G. Malkow.

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TIME TABLE

From 4th June, 1905, and until further notice.

UP TRAINS.

STATIONS.		1	3	5	7	9	11	13	15	17	19
		A.M.	A.M.	A.M.	A.M.	P.M.	P.M.	P.M.	P.M.	P.M.	P.M.
Woosung Forts	de.	7.20	8.40	10.00	11.20	12.40	2.00	3.15	4.30	6.55	10.45
" Creek	ar.	7.25	8.45	10.05	11.25	12.45	2.05	3.20	4.35	7.00	10.50
" "	de.	7.26	8.46	10.06	11.26	12.46	2.06	3.21	4.36	7.01	10.51
Woosung	ar.	7.28	8.48	10.08	11.28	12.48	2.08	3.23	4.38	7.03	10.53
" "	de.	7.29	8.49	10.09	11.29	12.49	2.09	3.24	4.39	7.04	10.54
Chiangwan	ar.	7.29	8.59	10.19	11.39	12.59	2.19	3.34	4.49	7.14	11.04
" "	de.	7.40	9.00	10.20	11.40	1.00	2.20	3.35	4.50	7.15	11.05
Shanghai	ar.	7.49	9.09	10.29	11.49	1.09	2.29	3.44	4.59	7.24	11.14

DOWN TRAINS.

STATIONS.		2	4	6	8	10	12	14	16	18	20
		A.M.	A.M.	A.M.	NOON.	P.M.	P.M.	P.M.	P.M.	P.M.	P.M.
Shanghai	de.	8.00	9.20	10.40	12.00	1.20	2.40	3.50	5.15	7.30	11.25
Chiangwan	ar.	8.09	9.29	10.49	12.09	1.29	2.49	3.59	5.24	7.39	11.34
" "	de.	8.10	9.30	10.50	12.10	1.30	2.50	4.00	5.25	7.40	11.35
Woosung	ar.	8.20	9.40	11.00	12.20	1.40	3.00	4.10	5.35	7.50	11.45
" "	de.	8.21	9.41	11.01	12.21	1.41	3.01	4.11	5.36	7.51	11.46
Woosung Creek	ar.	8.23	9.43	11.03	12.23	1.43	3.03	4.13	5.38	7.53	11.48
" "	de.	8.24	9.44	11.04	12.24	1.44	3.04	4.14	5.39	7.54	11.49
Woosung Forts	ar.	8.29	9.49	11.09	12.29	1.49	3.09	4.19	5.44	7.59	11.54

FARES.

UP FARES.	1st class.	2nd class.	3rd class.	DOWN FARES.	1st class.	2nd class.	3rd class.
W. S. Forts to	cts.	cts.	cts.	Shanghai to	cts.	cts.	cts.
W. S. Creek ...	15	10	5	Chiangwan ...	30	20	10
" ...	15	10	5	Woosung	60	40	20
Chiangwan ...	50	30	15	W.S. Creek ...	80	50	25
Shanghai	80	50	25	W.S. Forts ...	80	50	25

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Shanghai, 4th June, 1905.

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THE labour of other Charities is divided among many Associations, but this Charity stands alone—the defender of defenceless dumb animals.

Those desirous of becoming members of the Society, the annual subscription to which is \$2.00, will greatly oblige by forwarding same to F. Fearon, Hon. Treas., care of Messrs. Fearon, Daniel & Co., 21A, Szechuen Road

FRANK MATTLAND,

Hon. Secretary S.S.P.C.A.
Shanghai, 11th Jul

The Shanghai General Hospital NORTH SOOCHOW ROAD.

上海公濟院
SHANGHAI KUNG-PING-YUEN.

THE Governors of the Shanghai General Hospital beg to notify to the Public that Patients will be admitted to the above institution at the following rates (which include Doctor's attendance and medicine): There will be an Extra Charge for the more important surgical operations.

For X-Ray examinations the charge to Patients less than 10 days in Hospital, will be Tls. 25; to private patients over 10 days in Hospital, Tls. 10.

1st Class.—Private Rooms with every possible comfort, Tls. 6 per day.

1st Class (double rooms).—Tls. 4.50.

2nd Class.—Not more than five Patients in one ward, Tls. 3.00 per day.

3rd Class.—From 12 to 20 Patients in one ward, 1.75 per day.

Four Private Rooms are reserved for Female Patients.

Every patient, on admission, must have a guarantee from some responsible person, who will be held liable for the payment of the bill, or make a cash deposit considered sufficient by the Sister admitting the patient.

Ten free beds of the third-class and Reserved for Charity Patients, under arrangement with the Municipalities of Shanghai and the Trustees of the Ladies' Bazaar Fund.

Applications for admission on the charity list to be made to the Superintendent of the English Police, to the Secretary of the French Municipality, or to the Lady Superior of the Hospital.

Indigent Patients, provided with tickets from any Consular or Municipal Council can obtain gratuitous advice and medicines at the Hospital, daily, at 9 a.m.

By order of the Governors,

J. D. THORBURN.

31 de-05 ca 2759 15th Dec. 1904

in Pamphlet form MEMORANDUM ON CHINESE CURRENCY,

BY F. ANDERSON

Price 10 cents.

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S. S. "Fallodon Hall"	1,566,493 lbs.	nil.	lbs.
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S. S. "Howick Hall"	2,707,471 "	nil.	"
S. S. "Indian Monarch"	5,958,895 "	nil.	"
S. S. "Eastry"	3,159,561 "	nil.	"
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S. S. "Shadwell"	3,190,364 "	nil.	"
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S.S. "Ambria"	—	5,423,096 "	"
S.S. "Verona"	1,294,548 "	nil.	"
S.S. "Scottish Monarch"	2,505,698 "	nil.	"
S.S. "Alesia"	—	4,523,069 "	"
S.S. "Prins Valdemar"	—	16,333 "	"

EXPORTS.

The prices quoted are for the net shipping weight excluding cost of packing for Export :—

Cowhides, B. S.	Tls. 34.50	per picul.	Gallnuts, plum shape	Tls. 18.50	per picul.
Seconds	30.50	"	Tobacco, Tinchow	8.10	"
Buffalo hides, B. S. ...Season closed; nominal	—	"	Wongkong	10.50	"
" 10/35 lbs.	17.50	"	Black Bristles, Riddings 21" 23" 3" 31" 31"	—	"
" 35/60	—	"	10 10 10 10 10 10	—	"
Goatskins, Untanned; chiefly white colour, average 2-lbs., 50% short, 30% med. & 20% long hair	Tls. —	"	31" 4" 41" 41" 41" 5" 51" 51" 6"	—	"
Buffalo Horns, average 3-lbs./each	8.00	"	10 6 6 6 6 3 1 1 1 1 =100%	98.00	"
White China Grass, Wuchang and/or Poochi	12.50	"	Feathers; Grey and/or White Duck	—	"
" Sinshan and/or Chayu	11.30	"	" Wild Duck	—	"
Green China Grass, Szechuen	13.00	"	Turmeric	3.50	"
Jute	4.50	"	Sesamum Seed, White	—	"
White Vegetable Tallow, Kinchow	9.30	"	" Yellow	3.85	"
" Pingchow and/or Macheng	9.10	"	" Red	—	"
" Mongyu	8.50	"	" Black	—	"
Green " Kiyu	11.80	"	Sesamum Seed-Oil	8.00	"
Animal Tallow	11.50	"	Vegetable Tallow Seed-Oil	—	"
Gallnuts, Usual shape	17.50	"	Wood Oil	8.90	"
			Tea Oil	10.50	"

I. M. Customs returns of Shipments.

COAHIDES.	BUFFALO HIDES.	GOATSKINS UNTANNED.	ANIMAL TALLOW.	VEGETABLE TALLOW.	NOTGALLS.	BRISTLES.	SESAMUM SEED.	WOOD OIL.
Piculs.	Piculs.	Pieces.	Piculs.	Piculs.	Piculs.	Piculs.	Piculs.	Piculs.
† 78,338.00	18,613.00	3,559,866	3,103.00	101,726.00	30,901.00	8,436.00	533,033.00	302,249.00
† 8.00	—	—	—	4,069.00	46.00	80.00	11,902.00	6,796.00
* 78,346.00	18,613.00	3,559,866	3,103.00	105,795.00	30,947.00	8,516.00	544,935.00	309,045.00

* Per last Circular † for week ending Saturday, the 30th ulto. ‡ From January 1st to 30th ulto.

Cotton, (Pressed Bales)	Piculs 4.00
" (Native ")	" 1,773

KEROSENE.

QUOTATIONS.—Ex Godown—American "Devoes" in cases	Tls. 1.95	Net.
" "Eagle" in tins	1.60	Less 2%.
" " in bulk	1.30	"
Borneo "Cross" in tins	1.74	"
" " in bulk	1.40	"
Russian "Anchor" in cases	—	"
Russian "Horse" in cases	—	"
Sumatra bulk in tins	1.80	"
" " in bulk	1.50	"

IMPORTS.

During the week ending Saturday, the 30th ultimo inclusive, as per Custom House returns :—

Devoes	50,000	Gallons
Borneo	—	"
Russian	—	"
Sumatra	40,000	"
Total	90,000	"

FREIGHTS:—

Per Conference steamers to London and Northern Continental ports; 46/- per ton of 40 c. ft plus River Freight.
 " to Genoa, Marseilles or Havre; 41/6 " " "
 " to New York via Suez 32/- " " "
 To New York. Overland Tea G. \$1½ cents per lb gross
 to Shanghai; Tea and General Cargo, Tails 1.80 per ton weight or measurement.

THE IDEAL MILK FOODS FOR HOT CLIMATES.

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From birth to three months.
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Allen & Hanburys Ltd., London, Eng.

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Tu

1st-November-1904.

SECTIONS OF HARBOUR AND POSITION OF WHARVES, DOCKS, BUOYS, &c.

SECTIONS OF THE HARBOUR.

- Upper.—The Upper Section is between the southern and northern ends of the Chinese Bund.
- 1.—From northern end of Chinese Bund to upper end of lower Godown of Kin-lee-yuen Wharf.
 - 2.— " upper end of lower Godown of Kin-lee-yuen Wharf to Yang-king-pang Creek.
 - 3.— " Yang-king-pang Creek to Custom House Jetty.
 - 4.— " Custom House Jetty to Peking Road Jetty.

- 5.—From Peking Road Jetty to Old Dock.
 - 6.— " Old Dock to Shanghai and Hongkew Wharf (Flagstaff).
 - 7.— " Shanghai and Hongkew Wharf (Flagstaff) to Old Ningpo Wharf.
 - 8.— " Old Ningpo Wharf to Birt's Wharf.
 - 9.— " Birt's Wharf to Shanghai Waterworks Intake.
- Lower.—Shanghai Waterworks Intake to Yangking Creek.

WHARVES, DOCKS, BUOYS, &c.

WITH THEIR ABBREVIATED DENOMINATIONS AND POSITIONS.

In the Sections all Vessels are anchored in Tiers between the Banks of the River, and lettered according to their Position, thus:—

S—Shanghai Side.			C—Centre.			P—Pootung Side.		
A U S—Above Upper Section.			U S—Upper Section.			L S—Lower Section.		
						B L S—Below Lower Section:		
KNA	...Kiangnan Arsenal ...	...	AUS	S	SHWB1	...Shanghai & Hongkew Wharf Buoy 1 ...	68. C	
TBW	...Tung-ka-du Wharf ...	...	U.S. P		SHWB2	...Shanghai & Hongkew Wharf Buoy 2 ...	78. P	
TDD	...Tung-ka-du Dock ...	...	U.S. P		OSNB1	...Ocean Steam Navig. Co.'s Buoy 1 ...	78. C	
TDDW	...Tung-ka-du Dock Wharf ...	...	U.S. P		OSNB2	...Ocean Steam Navig. Co.'s Buoy 2 ...	78. C	
CKPW	...Chang-ka-pang Wharf ...	...	U.S. P		P&OB2	...P. & O. S. N. Co.'s Buoy 2 ...	78. C	
LPD	...Lao-pai-du Wharf ...	...	U.S. P		CMLW	...China Merchants' Lower Wharf ...	78. S	
OSK	...Osaka Soshien Kaisha ...	...	U.S. P		CMB1	...China Merchants' Buoy 1 ...	78. C	
YKDW	...Yang-ka-du Wharf ...	...	U.S. P		CMB2	...China Merchants' Buoy 2 ...	78. C	
WTW	...Watung Wharf ...	...	U.S. P		ONW	...Old Ningpo Wharf ...	78. S	
MCW	...Melchers & Co.'s Wharf ...	...	U.S. P		WSW	...Wayside Wharf ...	88. S	
KLYW	...Kin-lee-yuen Wharf ...	...	28. S		JNJ	...Japanese Naval Jetty ...	88. P	
KLYBs	...Kin-lee-yuen Buoys ...	...	28. S		PWJ	...Pootung Wharf (Jardines) ...	98. F	
CNCW	...China Navigation Co.'s Wharf ...	...	28. S		BD	...Boyd's Dock ...	98. P	
CNCBs	...China Navigation Co.'s Buoys ...	...	28. S		BDW	...Boyd's Dock Wharf ...	98. P	
CNPW	...China Navig. Co.'s Pootung Wharf ...	...	28. P		GMEW	...China Merchants' Easter Wharf ...	LS. P	
NGLB	...North German Lloyd Buoy ...	...	28. C		SOCW	...Standard Oil Co.'s Wharf ...	LS. P	
MMB	...Messageries Maritimes Buoy ...	...	28. C		YWGC	...Yangtze Wharf & Godown Co. ...	LS. P	
P&OB1	...P. & O. Buoy 1 ...	...	38. C		CEMOW	... (Chinese Engineering and Mining) Co.'s Wharf ...	LS. P	
PYB	...Pootung Yard Buoy ...	...	38. P		AKOW	...Arnhold, Karlberg & Co.'s Oil Wharf ...	LS. P	
BNB	...British Naval Buoy ...	...	38. C		RDOW	...Royal Dutch Oil Wharf ...	LS. P	
NYKW	...Nippon Yusen Kaisha Wharf ...	...	58. S		OrD	...Oriental Dock ...	LS. P	
HW	...Heard's Wharf ...	...	58. S		OrDW	...Oriental Dock Wharf ...	LS. P	
CMCW	...China Merchants' Central Wharf ...	...	58. S		CosD	...Cosmopolitan Dock ...	LS. P	
OD	...Old Dock ...	...	68. S		CosDW	...Cosmopolitan Dock Wharf ...	LS. P	
QDW	...Old Dock Wharf ...	...	68. S		SOCW	...Standard Oil Co.'s Wharf ...	LS. P	
QDB	...Old Dock Buoy ...	...	68. C		PL	...Powder Limit ...		
BJ	...Boyd's Jetty ...	...	68. P		Q	...Quarantine Limit ...		
SHW	...Shanghai & Hongkew Wharf ...	...	6 & 78. S					

SHIPPING IN HARBOUR AND AT WOOSUNG

MERCHANT STEAMERS.

No. & Sec.	Ship's Name	Commander.	Flag & Rig.	Tonnage	Date of Arrival	Where from	Consignees or Agents	Destination	Remark
O W S B	Bullmouth	Stratton	Br str	2607	Oct 11	Balik Papan	Arnhold, Kaiberg & Co		
W'sung	Calédonien	Gregory	Fr str	2090	Oct 11	Japan	Messageries Maritimes	H'kg with Mails	To-day
BLS	Canton	Stunkel	Ger str	1110	Sept 19	Chefoo	Moller Brothers		
P & O B 1	Chusan	Kenrick	Br str	2852	Sept 25	Hongkong, &c	P. & O. S. N. Co		
SHWB 2	Columbia	Anderson	Br str	273	Oct 10	Foochow	Jardine, Matheson & Co	Foochow	To-day
O W S B	Coromandel	Montford	Br str	2783	Oct 8	Hongkong, etc	P. & O. S. N. Co		
N O W	Crosby Hall	Black	Br str	2597	Oct 4	New York	Standard Oil Co		
AUS	Empire	Helms	Br str	2543	Oct 11	Hongkong	Gibb, Livingston & Co		
AUS	England	Olsen	Nor str	579	Sept 27	Japan	Thoresen & Co		
AUS	Eridan	Smith	Br str	827	Sept 10	Saigon	Wheelock & Co		
PWE	Eutin	Buhrmann	Ger str	1109	Oct 10	Wakamatsu	Wallem & Co		
LS	Falk								
O W S B	Fri	Anderson	Nor str	860	Oct 11	Hongkong	Osaka Shosen Kaisha		
CM LW	Ghazee	Bailey	Br str	3242	Oct 9	Hongkong			
WTW	Glenesk	Rafferty	Br str	2275	Oct 2	Hongkong	McGregor Bros. & Co	Amoy & Swatow	15th instant
8 p	Hangchow	Mawley	Br str	999	Oct 10	Hakodate	Butterfield & Swire		
8 c	Hauk	Hansen	Nor str	449	Oct 4	Newchwang	Sander, Wieler & Co		
8 p	Hugin	Salberg	Nor str	829	Sept 10	Karatsu	Thoresen & Co		
8 c	Kamor	Muns	Nor str	959	Aug 15	Moji	Moller Brothers		
K L Y W	Karin	Pettersen	Swed str	689	July 25	Newchwang	S. Zimmermann & Co	Hankow & Ports	To-day
SHW	Kiangyu	Pratt	Chi str	1490	Oct 10	Hankow	U. M. S. N. Co		
CM CW	Kintuck	Robinson	Br str	2880	Oct 8	Hongkong	Butterfield & Swire		
WTW	Kwangping	Blake	Chi str	1243	Oct 10	Chinwangtao	Chinese Fng. & Min'g Co	T'sin & C'angtao	14th instant
SHW	Kweilin	Brymer	Br str	1073	Oct 5	Chefoo	Butterfield & Swire	Hongkong	To-day
LS	Kwongsang	Baker	Br str	1248	Oct 10	Swatow	Jardine, Matheson & Co		
9 p	Lady Mitchell	Gundersen	Br str	754	Oct 11	Newchwang	Slevogt & Co		
CM B 1	Lienshing	Wright	Br str	1049	Oct 10	Chefoo	Jardine, Matheson & Co	Wei, C'foo, T'sin	14th instant
LS	Lisa	Horndahl	Swed str	1216	Oct 4	Samaragan, P'gan	Wallem & Co	Samarang	To-day
CM E W	Loongmoon	Kalkofen	Ger str	1245	Oct 5	Hongkong	Siemssen & Co	H'kg & Canton	15th instant
BLS	Lowther Castle	Lightoller	Br str	2961	Oct 5	New York	Dodwell & Co., Ltd		
9 p	Mameluke	Johnston	Br str	1736	July 29	Chefoo	J. Baessler		
AUS	Mandal	Eriksen	Nor str	1194	Aug 3	Kioochou	Moller Brothers		
MC W	Mathilda	Taarvig	Nor str	2230					
AUS	Meishun	Minning	Ger str	1151	Oct 11	Hankow	Melchers & Co	Hankow & Ports	To-day
O W S B	Meiyu	Riese	Ger str	1001	Nov 27	Hankow	Melchers & Co		
8 p	Mongolia	Porter	Am str	8750	Oct 9	Hongkong	Fearon, Daniel & Co	Japan	To-day
8 c	Nedjed	Austin	Br str	1749	May 8	Kobe	John Baessler		
WSW	Pacific	Suenson	Dan str	727	Sept 10	Cruise	G. N. Tel. Co		
LS	Prima	Meyer	Nor str	761	Oct 10	Suminoye	Wallem & Co		
LS	Progress	Bremor	Ger str	687	Oct 11	Japan	Siemssen & Co		
LS	Ras Issa	Parrett	Br str	2442	Oct 7	Keelung, B'buy	Jardine, Matheson & Co		
BL S	Schleswig	Schlaikier	Ger str	783	Oct 6	Chefoo	Diederichsen, Jepsen & Co		
BL S	Seirstad	Larsen	Nor str	617	Oct 11	Japan	M. B. Kaisha		
AUS	Shazadas	Jurgensen	Ger str	1046	June 8	Haiphong	Diederichsen, Jepsen & Co		
LS	Siangtau	Hunter	Br str	930	Oct 10	Hankow	Butterfield & Swire		
O W S B	Sishan	Stringer	Br str	845	Jan 5	Hongkot g	Butterfield & Swire		
8 p	Stephan	Cornelis	Ger str	2466	Oct 7	Singapore	Melchers & Co		
BL S	Stiklestad	Axelesen	Nor str	1117	Oct 11	Japan	Thoresen & Co		
OSK W	Store Nordiske	Petersen	Dan str	596	Sept 28	Cruise	G. N. Tel. Co		
BL S	Suez	Garin	Br str	1305	June 23	London, etc.	G. N. Tel. Co		
OSK W	Tachi Maru	Onishi	Jap str	1287	Oct 10	Hankow	Osaka Shosen Kaisha	Hankow & Ports	13th instant
BL S	Taiping	Robb	Br str	1311	Oct 5	Guam	H. Robertson		
NG L B	Tsintau	Hansen	Ger str	978	Oct 5	Kiaochou	Melchers & Co		
CM E W	Tungchow	Pethie	Br str	952	Sept 19	Kiaochou	Master		
LS	Unda	ausen	Nor str	879	Sept 6	Kobe	Moller Brothers	Vladivostock	To-day
CNC W	Wuhu	Richards	Br str	1227	Oct 11	Newchwang	Butterfield & Swire	C'foo & N'chwang	14th instant
56 Steamers									
W'sung	Artonia		Russ trn			Libau	H. Robertson		
Int D	Korea	Bakanoff	Russ trn	3934			Do.		
O W S B	Livonia	Housen	Russ trn	3773		Libau	East-Asiatic Co		
Cos D W	Meteor	Wetlinray	Russ trn	2546		Odessa	H. Robertson		
O D	Svir	Rosenfeldt	Russ trn	138		Libau	Russian Volunteer Fleet		
Cos D	Varoi.ej	Shishonareff	Russ trn	3278		Odessa	H. Robertson		
Cos D	Wladimir	Bornoasky	Russ trn	3197		Odessa	Do.		
TK D W	Yaroslav	Oranovsky	Russ trn	2619		Odessa	Do.		

MEN-OF-WAR IN HARBOUR

No. & Sec	Name	Commander	Flag & Rating	Tonnage	Guns	H. P.	Men	Date Arrival	Where from
E A C W	Askold	Granmatikoff	Russ cruiser	6100	12	24000	500	Aug 13	Port Arthur
2 c	Baltimore	Sargent	U.S. cruiser	3320	10	10000	386	Sept 30	
RNB	Cadmus		H.M. sloop	1070	6	1400	150	Sept 22	
O W S B	Cincinnati	Mason	U.S. cruiser	3220	11	10000	314	Oct 4	
EACW	Bodry		Russ t.-b.	.....	.....	.....	.....	June 4	
EACW	Grosvoei		Russ t.-d.	300	.....	5000	.....	Aug 12	Port Arthur
2 c	Jaguar	Willbrandt	H.I.G.M. gun-boat	900	8	1300	110	Aug 30	
EACW	Mandjour		Russ gun-boat	1416	3	1400	.....	Dec 12	Port Arthur
OWSB	Oregon	Burwell	U.S. battleship	10300	16	11'00	473	Sept 30	
O D	Teal	Secretan	H.M. gun-boat	180	2	800	34	Sept 22	Hankow
O W S B	Villalobos	MacDougall	U.S. gun-boat	400	.....	.....	.....	Oct 4	Cruise
O W S B	Haichew		Chi. cruiser	2950	11	8000	244	.....	
O W O B	Haichi		Chi. cruiser	4300	12	17000	374	.....	
1 c	Kingching		Chi. cruiser	.....	.....	.....	.....	.....	

SHANGHAI SHIPPING INTELLIGENCE.

ARRIVALS (SINCE REPORT PER LAST ISSUE.)

Date.	Ship's Name.	Flag & Rig.	Tonn.	Captain.	From	Sailed.	Cargo.	Consignees.
Oct 3	Chingwo	Br str	2517	Maclean	L'pool v. Spore	Aug 16	General	Butterfield & Swire
" 3	Chuentiao	Chi r-c	730	Wyles	Cruise	Sept —		Customs
" 3	Lisa	Swed str	1216	Horndahl	Samarang & P'gan	—	Sugar	Wallem & Co
" 4	Pekin	Br str	1274	Sparke	Ningpo	Oct 3	General	Butterfield & Swire
" 4	Taisang	Br str	1544	Bowker	Hankow	—	do	Jardine, Matheson & Co
" 4	Tamsui	Br str	919	Bright	Amoy & Swatow	Sept 30	do	Butterfield & Swire
" 4	Kwangchi	Chi str	350	Gordon	Tientsin	Oct 1	do	C. M. S. N. Co
" 4	Feiching	Chi str	980	Johns	Amoy	Sept 30	do	C. M. S. N. Co
" 4	Nanchang	Br str	1067	Trowbridge	Ilo Ilo v. Ningpo	Oct 3	do	Butterfield & Swire
" 4	Fungshun	Chi str	831	Gillespie	Foochow	—	do	C. M. S. N. Co
" 4	Poochi	Chi str	631	Froberg	Wenchow	—	do	C. M. S. N. Co
" 4	Meidah	Ger str	1151	Shierhorst	Hankow	—	do	Melchers & Co
" 4	Alston	Br str	2563	Wilson	Kobe	June 22		Shewan, Tomes & Co
" 4	Crosby Hall	Br str	2597	Black	New York	Aug 10		Standard Oil Co
" 4	Cincinnati	US cru	3220	Mason	Kobe	Oct —		
" 4	Bavarn	Ger str	3128	Fromes	Japan	Oct —	General	Melchers & Co
" 4	Hauk	Nor str	449	Hansen	Newchwang	—	do	Sander, Wieler & Co
" 5	Kiangteen	Chi str	1435	Frigast	Ningpo	—	do	C. M. S. N. Co
" 5	Kweilin	Br str	1079	Brymer	Chefoo	—	do	Butterfield & Swire
" 5	Poyang	Br str	1892	Vallack	Hankow	—	do	Butterfield & Swire
" 5	Sual	Br str	653	Scott	Hankow	—	do	Geo. McBain
" 5	Suiwo	Br str	631	Lambie	Hankow	—	do	Jardine, Matheson & Co
" 5	Lowther Castl	Br str	2961	Lightaller	New York	—	do	Dodwell & Co., Ltd.
" 5	Siberia	Am str	5655	Smith	Hongkong	—	do	Fearon, Daniel & Co
" 5	Undine	Nor str	1017	Forbjoinsen	Chefoo & N'wang	—	do	C. M. S. N. Co
" 5	Tsintau	Ger str	978	Hansen	Kiaochou	—	do	Melchers & Co
" 5	Taksang	Br str	977	McClure	Kiaochou	—	do	Jardine, Matheson & Co
" 5	Loksang	Br str	979	Hussey	Foochow	—	do	Jardine, Matheson & Co
" 5	Ningpo	Br str	1228	Eedy	Swatow	—	do	Butterfield & Swire
" 5	Loongmoon	Ger str	1245	Kalkofen	Hongkong	—	do	Siemssen & Co
" 5	Taiping	Br str	1311	Rebb	Juan	—	do	H. Robertson
" 5	Océanien	Fr str	1081	Couret	Hongkong, &c	Oct 3	Mails, etc	Messageries Maritimes
" 5	Ben vorlich	Br str	2165	Thomson	Nagasaki	—	do	Nippon Yusen Kaisha
" 6	Pekin	Br str	2322	Sarke	Ningpo	—	General	Butterfield & Swire
" 6	Tatung	Br str	1882	Martin	Hankow	—	do	Butterfield & Swire
" 6	Anping	Br str	1159	Warwick	Chefoo & Tientsin	—	do	C. M. S. N. Co
" 6	Yiksang	Br str	1235	Welsh	Swatow	—	do	Jardine, Matheson & Co
" 6	Suian	Ger str	1145	Calender	Hankow	—	do	Arnhold, Karberg & Co
" 6	Changon	Br str	789	George	Hankow	Sept 28	do	Geddes & Co
" 6	Taius Maru	Jap str	1315	Shiraki	Hankow	Oct 4	do	Osaka Shosen Kaisha
" 6	Ereya	Nor str	710	Jacobsen	Chefoo & Tientsin	—	do	Osaka Shosen Kaisha
" 6	Trocas	Br str	2657	Kerr	Hankow	—	do	Arnhold, Karberg & Co
" 6	Kaisow	Br str	2529	Torrible	Hankow	—	do	Butterfield & Swire
" 6	Lougor	Fr str	4444	Rebut	Hankow	—	do	Messageries Maritimes
" 6	Schleswig	Ger str	783	Schlaikier	Chefoo	—	do	Diederichsen, Jebben & Co
" 7	Kiangteen	Chi str	1435	Frigast	Ningpo	—	General	C. M. S. N. Co
" 7	Haeen	Chi str	837	Wallace	Foochow	—	do	C. M. S. N. Co
" 7	Kianghsin	Chi str	2101	Blethen	Hankow	—	do	C. M. S. N. Co
" 7	Singan	Br str	1045	Jamieson	C'oo & N'chwang	—	do	Butterfield & Swire
" 7	Meilee	Ger str	1151	Kley	Hankow	—	do	Melchers & Co
" 7	Waishing	Br str	1170	Courtney	Tientsin	—	do	Jardine, Matheson & Co
" 7	Elg	Nor str	709	Christoperesen	Suminoye	—	Coal	Hopkins, Dunn & Co
" 7	Stephan	Ger str	2486	Cornelins	Singapore	—	Sub. Cable	Melchers & Co
" 7	Shawmut	Am str	6195	Roberts	Tacoma	—	General	Dodwell & Co., Ltd.
" 7	Liu Hsing	Chi r-c	1500	Powell	Cruise	—	do	Customs
" 7	Hsiping	Br str	1268	Gray	Chinwangtao	—	General	Chinese Eng. & Min'g Co
" 7	Ras Issa	Br str	2442	Parrett	Ke lung & B'bury	—	do	Far line, Matheson & Co
" 7	Fushiki Maru	Jap str	1140	Kerth	Kobe	—	do	Nippon Yusen Kaisha
" 7	Dott	Nor str	630	Gjemre	Tientsin	—	do	Melchers & Co
" 8	Pekin	Br str	2232	Sparke	Ningpo	—	do	Butterfield & Swire
" 8	Ella	Br str	519	Cochran	Hankow	—	do	Geddes & Co
" 8	Tuckwo	Br str	2355	Hogg	Hankow	—	do	Jardine, Matheson & Co
" 8	Kwangtah	Chi str	1536	Lunt	Hongkong	—	do	C. M. S. N. Co
" 8	Irene	Chi str	826	Taylor	Chefoo & N'wang	—	do	C. M. S. N. Co
" 8	Tafao Maru	Jap str	1758	Yebina	Hankow	—	do	Osaka Shosen Kaisha
" 8	Agamemon	Br str	4462	Day	Japan	—	do	Butterfield & Swire
" 8	Germania	Ger str	1714	Petersen	Kabou v. H'kong	—	Coal	Diederichsen, Jebben & Co
" 8	Coromandel	Br str	2783	Montford	Hongkong, etc	—	Mails, etc	P. & C. S. N. Co
" 8	Kintuck	Br str	2881	Robinson	Hongkong	—	do	Butterfield & Swire
" 8	Allemania	Ger str	1156	Toft	Nikolajenesk	—	do	Melchers & Co
" 8	Segovia	Ger str	3796	Schneider	H'burg v. Ports	—	General	Siemssen & Co
" 9	Ngankin	Br str	1719	Newcomb	Hankow	—	do	Butterfield & Swire
" 9	Hsinchi	Chi str	1365	Whitelaw	Tientsin	—	do	C. M. S. N. Co
" 9	Kiangkwan	Chi str	1450	Lindstrom	Hankow	—	do	C. M. S. N. Co
" 9	Yushun	Chi str	1079	Watt	Chefoo & Tientsin	—	do	C. M. S. N. Co
" 9	Shengking	Br str	1034	Cowan	Tientsin	—	do	Butterfield & Swire
" 9	Gov. Jaeschke	Ger str	1045	Truemann	Kiaochou	—	do	Melchers & Co
" 9	Tingsang	Br str	145	Smith	Chefoo	—	do	Jardine, Matheson & Co
" 9	Shansi	Br str	1228	Carnaghan	Japan	—	do	Butterfield & Swire
" 9	Suitai	Ger str	1145	Wallis	Hankow	—	do	Arnhold, Karberg & Co
" 9	Mongolia	Am str	8750	Porter	Hongkong	—	do	Fearon, Daniel & Co
" 9	Ohio	US cru	—	—	Cruise	—	do	—
" 9	Ghazee	Br str	3242	Bailey	Hongkong	—	do	—
" 10	Kiangteen	Chi str	1464	Frigast	Ningpo	—	do	C. M. S. N. Co
" 10	Kiangyu	Chi str	1490	Pratt	Hankow	—	do	C. M. S. N. Co
" 10	Hangchow	Br str	999	Mawley	Hakodate	—	do	Butterfield & Swire
" 10	Kwongsang	Br str	1248	Baker	Swatow	—	do	Jardine, Matheson & Co
" 10	W. C. de Vries	Br str	668	Mennell	Hankow	—	do	Geo. McBain
" 10	Tehhsing	Br str	937	Calder	Hankow	—	do	Geddes & Co
" 10	Kwangping	Chi str	1243	Blake	Chinwangtao	—	do	Chinese Eng. & Min'g Co
" 10	Tachi Maru	Jap str	1287	Onishi	Hankow	—	do	Osaka Shosen Kaisha
" 10	Lienshing	Br str	1049	Wright	Chefoo	—	do	Jardine, Matheson & Co
" 10	Columbia	Br str	273	Anderson	Foochow	—	do	Jardine, Matheson & Co
" 10	Chinkiang	Br str	1229	Robertson	Amoy	—	do	Butterfield & Swire
" 10	Stavonia	Ger str	3206	Boorden	Kobe	—	do	Carlowitz & Co
" 10	Siangtan	Br str	930	Hunter	Hankow	—	do	—
" 10	Prima	Nor str	761	Myer	Suminoye	—	Coal	Wallem & Co
" 10	Eutin	Ger str	1109	Buhrmann	Wakamatsu	—	do	Wallem & Co

J. P. BISSET & CO.'S SHARE REPORT.

For the Week ending the 12th October, 1905.

There has been only a limited business since our last report, and rates have not varied to any extent except in *Hongkong and Shanghai Banks*, which gradually improved. Speculative stocks have been quiet and at the close there is hardly any business doing. The T.T. rate on London to-day is 2/8½.

BANKS.—*H. & S. Banks.* A few shares changed hands in the early part of the week at \$907.50, exchange 71½; on the 11th shares were placed at \$920 ex. 71½, and at this rate there are buyers of small lots. The Hongkong quotation is \$915 sales, and the latest London quotation is £94.

MARINE AND FIRE INSURANCE.—The only business reported is in *China Traders* at \$81, ex. 71½.

SHIPPING.—*Indo-Chinas.* Since our last there has been very little done in this stock, and rates remain the same, namely Tls. 67 to 67½ for October, Tls. 68 for November, and Tls. 69 for December. *Shanghai Tugs.* Ordinary shares have been placed at Tls. 57½ and preference at Tls. 47.

MINING.—A fair business has been taken place in *Chinese Engineering & Mining Co.* shares at Tls. 10 for cash B.S., and Tls. 9 7/5 L.S. A slight improvement took place towards the end of this week, and Tls. 10.10 and 10.20 for B.S. were done. *Weihaiwei Golds.* A few shares were dealt in at \$9 and \$8.75 for cash.

DOCKS AND WHARVES.—*S. C. Farnham, Boyds.* Only a few transactions have taken place, and rates remain the same, namely, Tls. 145 to 144 for October, and Tls. 148 and 147½ for December. *Shanghai & Hongkew Wharf Co.* have suffered a slight decline, from Tls. 187½ for October to Tls. 185, at which rate there are buyers at the close. Shares have changed hands at Tls. 198 for December.

SUGARS.—No business reported.

LANDS.—*Shanghai Lands* have been placed at Tls. 122 with sellers prevailing.

INDUSTRIAL.—*Ewo Cottons* were dealt in on the 5th at Tls. 54 for October, but no shares are to be had at this figure now. We should quote the rate at Tls. 56. *Laou Kung Mows* have been placed at Tls. 60 for December; *Internationals* at Tls. 45 for October and *China Flours* were sold at Tls. 83, jumping immediately to Tls. 86. We should quote the rate at closing as Tls. 85. *Shanghai Gas Co.* There are buyers at Tls. 123.50 for cash. *Green Island Cements.* There are buyers locally at \$28.50, and in Hongkong at \$20. *Maatschappij, etc.* in *Langkats.* Only a small business has been done this week, closing with a slight decline on the prices ruling at the commencement, and shares can be had at Tls. 245 for October and Tls. 252½ for December. The market is quiet with very little doing. *Shanghai Waterworks.* Shares can be placed at Tls. 450 cash.

STORES & HOTELS.—*Hall & Holtz* have sellers at \$26; *Weeks & Co.* have buyers at \$20. *Astor House* have changed hands at \$27.

MISCELLANEOUS.—*Horse Bazaars.* There are sales at Tls. 75.

LOANS & DEBENTURES.—*Astor House* 8% have changed hands at Tls. 105.

STOCK.	No.	Value.	Paid-up.	Position per last Reports.			Last Dividend, etc.		Closing Cash Quotation.
				Reserve.	At Working Account.	Date.	To shareholders.	When Paid or Due.	
BANKS.									
Hongkong & Shanghai Bank Corp.	80,000	125	\$125	\$18,750,000	\$1,702,728.00	30-6-05	Interim £1.15/.	19-8-05	{ \$920 Ex. 71½ London quotation £94.0.0.
National Bank of China (Ld.)	99,925	£7	£5	200,000.00	\$41,768.26	31-12-04	\$2.00 on Ordinary shares for 1903	1-2-04	\$38 buyers
MARINE INSURANCE.									
Union Ins. Society of Canton, Ld.	10,000	250	\$100	1,850,000	\$2,078,997.41	30-6-04	35% for year 1904	21-10-04	\$780 buyers
China Traders Ins. Co., Ld.	24,000	\$83.33	\$25	950,000	223,311.78	30-4-03	\$4.50 per share for year to 30-4-04	7-12-04	\$81 cash
North-China Ins. Co., Ld.	10,000	£10	£5	T700,000	T217,199.30	30-6-04	Interim 7½%	1-5-05	T82 cash
Yangtze Ins. Association, Ld.	8,000	\$100	\$50	750,000.00	\$623,364.98	31-12-04	\$12=20 per cent for 1903	12-4-05	\$172½ sellers
Canton Insurance Office.....	10,000	\$250	\$50	1,400,000	150,494.00	31-12-04	\$17 per share for 190	22-10-04	\$337½ buyers
FIRE INSURANCE.									
Hongkong Fire Ins. Co., Ld.	8,000	\$250	\$50	\$1,209,510.70	\$360,372.68	31-12-04	\$34.00 per share for 1903	7-3-05	\$336 sales
China Fire Insurance Co., Ld. ..	20,000	\$100	\$20	\$1,218,039.73	\$260,374.85	31-12-04	\$7 per share for 1903	10-3-05	\$88 buyers
SHIPPING.									
Hongkong, Canton & Macao S. B. Co. ...	80,000	\$15	\$15	{ 758,444 250,000	\$26,160.88	31-12-04	6½ per cent for half year to 30-6-05	16-8-05	\$27 nominal
Indo-China S. N. Co.	49,589	£10	£10	{ £241,150 120,000	\$4,435.13.7	31-12-04	12/- for 1904=Tls. 4.50	18-7-05	T70 cash sellers
Shell Transport & Trading Co., } ord....	2,000,000	£1	£1	400,000	\$58,852.18.9	31-12-03	5 per cent for 19)4	1-1-03	£1.2/- sellers
Ld. } pref... 100,000		10	10	.....	.....	.....	.....	.....	.....
Shanghai Tug & Lighter Co., Ld. } ord....	20,000	T50	T50	.....	43,762.28	31-12-04	Interim div. { 4% on ord. } for	28-8-05	T58 sales
ku T' and Lighter Co., Ld. } pref... 10,000		T0	T50	126,000	4,333.00	31-12-04	{ 3½% on pref. } 1905	T47½ sellers	
DOCKS AND WHARVES.									
S. C. Farnham, Boyd & Co., Ld.	55,200	100	T100	T900,000	T34,924.24	30-4-05	Final dividend of Tls. 8(=13 for year)	25-6-05	T144 October
Hongkong & Whampoa Dock Co., Ld. ...	50,000	\$50	\$50	\$25,500	\$498,289.10	31-12-04	\$0 for 1st half year 1905	22-8-05	\$185 buyers
Shanghai & Hongkew Wharf Co., Ld. ...	20,000 11,848	T100	T100	210.88	T10,711.92	31-12-04	Interim 6% for 1905	23-8-05	T185 cash
H'kong & K'loon W. & G. Co., Ld.	40,000	\$50	\$50	{ 250,000 50,989	\$29,422.92	31-12-04	Interim Dividend \$2½ for 1905	26-7-05	\$102 buyers
Yangtze Wharf and Godown Co., Ld. ...	2,500	T100	T100	17,500.00	T2,762.45	31-12-04	18 per cent for 1904	31-3-05	T190 cash
SUGAR COMPANIES.									
Perak Sugar Cultivation Co., Ld.	7,000	T50	T50	T100,000	T1,635.09	30-9-04	Tls. 2.50 per share for year	20-12-04	T65 sellers
China Sugar Refining Co., Ld.	20,000	\$100	\$100	.....	\$42,812.75	21-12-04	Interim div. \$10 for 1905	18-8-05	\$230 buyers
MINING.									
Raub Australian G. M. Co., Ld.	{ 50,000 150,000	{ £1 £1	{ £1 18/10	{ £4,873.10/10 £40,000	{ Dr. 4,029.14.1 £7,820.0.0	{ 31-3-04 28-2-04	{ 1/- per share Interim dividend 1/- per share	{ 28-1-01 24-6-05	{ \$3 T10.20 cash
Chinese Eng. & Mining Co., Ld.	1,000,000	£1	£1	.....	.....	.....	First year	.....	\$9 sales
Wei-hai-wei Gold Mining Co., Ld.	30,000	\$20	20	.....	.....	.....	.....	.....	.....
LANDS.									
S'hai Land Investment Co., Ld.	52,000	T50	T50	T828,813.05	40,066.68	21- 7-05	Interim dividend T3	21-7-05	T122 sellers
H'kong Land Investment & Ag. Co., Ld.	50,000	\$100	\$100	\$750,000	\$37,675.00	31-12-04	Interim dividend \$3½	27-7-05	\$125 sales
Humphreys Estate & Finance Co., Ld. ...	100,000	10	\$10	{ 200,994 50,000	11,598.03	31-12-04	\$0.90 per share for 1904	11-2-05	\$12½ buyers
China Land and Finance Co., Ld.	6,000	50	50	.....	3,984.39	28-2-05	Tls. 6 for the year	30-3-05	T55
INDUSTRIAL.									
Ewo Cotton S. & W. Co., Ld.	15,000	T50	T50	none	12,844.76	31-10-04	Tls. 4 per share for year	21-12-03	T60 cash
International C. Man. Co., Ld.	8,384	T75	T75	T80,000	13,629.29	30- 9-04	Interim of Tls. for 1898	30-4-98	T45 cash sales
ou-kung mow C. S. & W. Co.	7,158	T100	T100	none	10,000.00	31-12-04	Interim of Tls. 1898	1-8-98	T60 cash

Shanghai Gas Co.	16,000	T50	T50	none	T8,011.30	31-12-04	Interim dividend Tls. 3.50	26-7-05	T123½ cash sales
Major Brothers, Ltd.	5,500	T50	T50	none	.....	31-12-04	8 per cent for 1904	22-3-05	T72½ sales
Shanghai Ice, C. S. & R. Co., Ltd.	8,000	T25	T25	none	5,081.78	30-11-04	6% for 1904	21-3-05	T24 sales
Shanghai Flour Mill Co., Ltd.	6,000	T50	T50	T35,000.00	T718.09	31-12-04	Interim dividend Tls. 5	24-7-05	T85 cash
Shanghai Pulp & Paper Co., Ltd.	4,500	T100	T100	25,000.00	T8,983.19	31-12-04	Interim dividend Tls. 6	22-7-05	T142½ cash
Shanghai Island Cement Co., Ltd.	100,000	\$10	\$10	400,000.00	\$95,054.00	31-12-04	20 per cent for 1904	27-2-05	\$28 buyers
Deutsche Asiatische Bank in Langkat	25,000	Glds 100	G 100	528,210.38	T35,849.36	31-10-04	First Interim div. Tls. 7½ Second Interim div. Tls. 5 Third Interim div. Tls. 2½	15-3-05	T24½ October
Shanghai-Sumatra Tobacco Co., Ltd.	13,000	T20	T20	24,820.28	T1,297.69	31-10-04	Final 30% 45% for the year	15-6-05	250 December
Shanghai Waterworks Co., Ltd.	7,200	£20	£20	170,000	17,220.99	31-12-04	Final div. 37/8=52/8 for 1904	7-3-05	T67½ cash sales
Shanghai & Hongkong Dyeing & Cleaning Co., Ltd.	1,200	\$50	\$50	.....	First year	31-12-04	.....	6-4-05	T140 buyers
Shanghai German Brewery Co., Ltd.	4,000	\$100	\$100	.....	2,085.38	31-12-04	.....	.....	\$118 sellers
STORES AND HOTELS.									
W. & Holtz, Ltd.	20,000	\$20	\$20	186,000.18	7,551.23	28-2-05	Final div. \$1.50=\$2.50 for year to [28-2-04]	2-5-04	\$26 sellers
De W. & Co., Ltd.	1,200	\$60	\$60	.....	1,075.44	31-12-04	\$4 per share for 1904	19-5-04	\$40 sales
S. Watson & Co., Ltd.	60,000	\$10	\$10	\$300,000	6,096.78	31-12-04	Final dividend 5%=10% for 1904	28-5-05	\$14 buyers
Central Stores, Ltd. Ordinary	6,000	\$12	\$12	20,000	1,502.56	31-12-04	\$1.80 for 1904	20-3-05	\$18 sales
" " Founders	123	\$12	\$12	.....	.....	.....	.....	.....	\$100 cash
" " New Issue	24,000	\$15	\$7½	.....	.....	.....	.....	.....	\$7½ sales
Moutrie & Co., Ltd.	5,000	\$30	\$50	\$25,000.00	1,196.73	30-6-05	Final dividend 8%=12% for the year	29-9-05	\$57 sales
Deeks & Co., Ltd.	20,000	\$20	\$20	none	3,490.44	28-2-05	Final dividend 6%=9% for year	26-5-05	\$20 buyers
L. Mondon, Ltd.	7,000	T50	T50	.....	3,505.98	31-12-02	Tls. 5 for 1902	2-5-03	\$27 nominal
Shanghai House Hotel Co., Ltd.	22,400	\$25	\$25	.....	9,989.01	30-6-04	Tls. 2.50 to 30th June, 1905	20-8-05	\$27 October
Shanghai Hotel Co., Ltd.	12,000	\$50	\$50	\$100,000	3,554.00	31-12-04	\$5 for 2nd half year 1904	14-3-05	\$150 sales
Hotel des Colonies, Ltd.	9,000	T25	T25	21,556.22	7,202.56	31-3-05	10 per cent to 31-3-05	18-5-05	T18½ cash
Shanghai Hotel Co., Ltd.	2,500	\$100	\$100	\$1,891.03	509.66	31-12-01	7½ per cent for 1901	30-4-03	\$95 nominal
Shanghai Crawford & Co., Ltd.	2,800	100	109	.....	42,009.50	28-2-05	Final div. 9%=14% for year to 28-2-05	19-4-05	\$145 nominal
Hotel Metropole Co., Ltd.	2,000	\$100	100	.....	4,099.00	30-6-05	Final div. \$6=\$10 for 1904	26-7-05	\$105
MISCELLANEOUS.									
Shanghai Provident L. & M. Co., Ltd.	100,000	\$20	\$10	\$80,000.00	1,581.29	31-12-04	8 per cent for 1904	18-1-04	\$9 buyers
Shanghai Horse Bazaar Co., Ltd.	4,507	T50	T50	T45,000	751.21	31-12-04	12% for year, to 31-12-04	17-3-05	T75 sellers
Shanghai Mercury, Ltd.	2,100	T50	T50	none	358.11	30-4-04	Final 5%=9% for the year	5-7-05	par cash
Shanghai Mutual Telephone Co., Ltd.	5,500	T50	T50	T90,000	59.01	31-3-05	Tls. 4 for 1905	27-4-05	T57 cash
Shanghai Import & Export Lumber Co., Ltd.	2,780	T100	T100	T10,000	T3,469.95	28-2-05	10 per cent for 1904	17-3-05	T100 cash
Shanghai Electric and Asbestos Co., Ltd.	5,000	\$25	\$25	.....	6,978.62	31-3-05	Final div. \$1.50=\$2 for year to 31-3-05	1-6-05	\$25 sellers
Shanghai Horse Repository Co., Ltd.	5,000	T50	T50	.....	609.37	31-5-04	8% for the year	3-9-04	T40 sales

LOANS.		Amount of Loan	Outstanding.	Nominal Value.	Rate of Interest.	When Payable.	Closing
Shanghai Municipal Debentures, 1892	.....	T50,000.00	T50,000.00	T100.00	6%	Jun & Dec.	T100.00
Do. 1893	.....	T125,000.00	T60,000.00	T100.00	5½%	Do.	T95.00
Do. 1894	.....	T105,000.00	T60,000.00	T100.00	6%	Do.	T100.00
Do. 1895	.....	T115,000.00	T115,000.00	T100.00	5%	Do.	T85.00
Do. 1896	.....	T140,000.00	T140,000.00	T100.00	5%	Do.	T85.00
Do. 1897	.....	T268,800.00	T268,800.00	T100.00	5%	Do.	T85.00
Do. 1898	.....	T300,000.00	T127,500.00	T100.00	6%	Do.	T100.00
Do. 1900	.....	T33,900.00	T33,900.00	T100.00	5½%	Do.	T95.00
Do. 1901	.....	T250,000.00	T200,000.00	T100.00	6%	Do.	T100.00
Do. 1902	.....	T150,000.00	T150,000.00	T100.00	6%	Do.	T100.00
Do. 1903	.....	T490,500.00	T490,500.00	T100.00	6%	Do.	T100.00
Do. 1904	.....	T214,500.00	T214,500.00	T100.00	6%	Do.	T100.00
Chinese Imperial Government Loan 1886 E	.....	T767,200.00	T354,000.00	T250.00	7%	Mar. & Sept.	T245.00
Shanghai Land Investment Co. Debentures, 1890	.....	T250,000.00	T250,000.00	T100.00	6%	May & Nov.	T96.00
Do. 1892	.....	T250,000.00	T250,000.00	T100.00	5½%	June & Dec.	T91.00
Do. 1894	.....	T250,000.00	T250,000.00	T100.00	6%	Mar. & Sept.	T96.00
Do. 1896	.....	T250,000.00	T250,000.00	T100.00	5%	June & Dec.	T86.00
Do. 1900	.....	T250,000.00	T250,000.00	T100.00	6%	April & Oct.	T96.00
Do. 1901	.....	T250,000.00	T250,000.00	T100.00	6%	June & Dec.	T96.00
Do. 1901	.....	T100,000.00	T100,000.00	T100.00	5%	May & Nov.	T86.00
Do. 1902	.....	T400,000.00	T400,000.00	T100.00	8%	June & Dec.	T96.00
Shanghai Waterworks Co. Debentures, 1894	.....	T100,000.00	T100,000.00	T100.00	6%	Mar. & Sept.	T86.00
Do. 1895	.....	T100,000.00	T100,000.00	T100.00	5%	June & Dec.	T86.00
Do. 1898	.....	T50,000.00	T50,000.00	T100.00	5%	Do.	T86.00
Do. 1900	.....	T100,000.00	T100,000.00	T100.00	6%	Mar. & Sept.	T96.00
Do. 1902	.....	T100,000.00	T100,000.00	T100.00	6%	Do.	T96.00
Do. 1903	.....	T100,000.00	T41,400.00	T100.00	6%	Do.	T96.00
Perak Sugar Cultivation Co Debentures, 1902	.....	T200,000.00	T200,000.00	T100.00	7%	April & Oct.	T97.50
Shanghai Gas Co. Debentures, 1897	.....	T100,000.00	T100,000.00	T100.00	5%	Do.	T85.00
Do. 1899	.....	T100,000.00	T100,000.00	T100.00	6%	May & Nov.	T95.00
Do. 1903	.....	T200,000.00	T200,000.00	T100.00	6%	June & Dec.	T95.00
Shanghai and Hongkong Wharf Co. Debentures, 1902	.....	T643,900.00	T643,900.00	T100.00	6%	June & Dec.	T98.50
Astor House Hotel Co. Debentures	.....	T500,000.00	T500,000.00	T100.00	8%	Do.	T105.00

For all Dollar shares the exchange is fixed at 38.

J. P. BISSET & Co.,
Sharebrokers.

12th October.

The N. C. Herald and S. C. & C. Gazette.

DEPARTURES (FROM THE ANCHORAGE ND WOOSUNG).

Date.	Ship's Name.	Flag & Rig.	Ton.	Captain.	Destination.	Cargo.	Dispatched by
Oct 3	Foochow	Br str	1228	Smale	Wuhu	Ballast	Butterfield & Swire
" 3	Chingping	Br str	1062	cTaggart	C'wangtao, T'sin	General	Chi Engineering & Min. Co.
" 3	Quiros	US g-b					
" 3	Nicomedia	Ger str	2803	Wagemann	Portland v. Japan	do	Shewan, Tomes & Co
" 3	Szechuen	Br str	1128	Sidford	Amoy & Swatow	do	Butterfield & Swire
" 3	General Alava	Am str		Stetton			
" 4	Kutwo	Br str	1924	Flagg	Hankow & Ports	do	Jardine, Matheson & Co
" 4	Meishun	Ger str	1150	Minning	Hankow & Ports	do	Melchers & Co
" 4	Meefoo	Chi str	1321	Johns	H'kong & C'ton	do	C. M. S. N. Co
" 4	Colu-bia	Br str	273	Thomas	Santu & Foochow	do	Jardine, Matheson & Co
" 4	Gov. Jaeschke	Ger str	1045	Teurmann	Kiaochou	do	Melchers & Co
" 4	Ohio	US cru					
" 4	ekin	Br str	2232	Sparke	Ningpo	do	Butterfield & Swire
" 4	Kalgau	Br str	1143	Meathrel	Newchwang	General	Butterfield & Swire
" 4	Kashing	Br str	1158	Pickard	W'ei, C'foo, T'sin	do	Butterfield & Swire
" 5	Kiangyung	Chi str	1451	Wade	Hankow & Ports	do	C. M. S. N. Co
" 5	Paohua	Br str	434	Nilsson	Hankow & Ports	do	Geddes & Co
" 5	Kinling	Br str	283	French	Hankow & Ports	do	Butterfield & Swire
" 5	Haeting	Chi str	1124	Paramore	Amoy & Swatow	do	C. M. S. N. Co
" 5	Toonan	Chi str	942	Boyd	Newchwang	do	C. M. S. N. Co
" 5	Fengtien	Br str	1072	Meathrel	W'ei, C'foo, T'sin	do	Butterfield & Swire
" 5	Decatur	US t-d					
" 5	Chauncey	US t-d	420	Thomas			
" 5	Barry	US t-d					
" 5	Dale	US t-d	420	Yarnell			
" 5	Bainbridge	US t-d	420	Williams			
" 5	Reald	Nor str	782	Hawnaes	Wakamatzu	Ballast	Thoresen & Co
" 5	Hainfung	Chi str	1385	Mackinnon	Tientsin	General	C. M. S. N. Co
" 5	Peiho	Ger str	476	Deinat	K'chow & C'ulpo	do	Siemssen & Co
" 5	Itis	Ger g-b	1000	Schrader			
" 5	K'angteen	Chi str	1435	Frigast	Ningpo	do	C. M. S. N. Co
" 5	Sleipner	Nor str	860	Holm	Kuchinotzu	Ballast	M. B. Kaisha
" 5	Liu Hsing	Chi r.c.	1500	Powell	Cruise		Customs
" 5	Pingohing	Chi r.c.	1000	Andersen	Cruise		Customs
" 5	Hoihow	Br str	896	Hards	Newchwang	General	Butterfield & Swire
" 5	Dakotah	Br str	259	Ross	S. Feisco v. Japan	do	Shewan, Tomes & Co
" 5	Kingsing	Br str	1223	Leask	W'ei, C'foo, T'sin	do	Jardine, Matheson & Co
" 6	Faisang	Br str	1644	Howker	Hankow & Ports	do	Jardine, Matheson & Co
" 6	Siberia	Am str	5655	Smith	S. Feisco v. Japan	Mails, etc	Fearon, Daniel & Co
" 6	Kiangfoo	Chi str	1468	Bassett	Hankow & Ports	General	C. M. S. N. Co
" 6	Tachang Maru	Jap str	684	Leach	Hankow & Ports	do	Osaka Shosen Kaisha
" 6	Meidah	Ger str	1151	Shierhorst	Hankow & Ports	do	Melchers & Co
" 6	Meian	Am str	461	Barlow	C'kiang & K'ang	Oil	Standard Oil Co
" 6	Triumph	Ger str	769	Hansen	C'w. A'y, S'w, H'g	General	Osaka Shosen Kaisha
" 6	Yochow	Br str	1305	Brown	H'kong & Canton	do	Butterfield & Swire
" 6	Kwangchi	Chi str	350	Gordon	Tientsin	do	C. M. S. N. Co
" 6	Pekin	Br str	2232	Sparke	Ningpo	do	Butterfield & Swire
" 6	Beneleuch	Br str	2679	Reid	Antwerp v. Ports	General	Gibb, Livingston & Co
" 7	Poyang	Br str	1882	Vallack	Hankow & Ports	do	Butterfield & Swire
" 7	Suiwo	Br str	1931	Lambie	Hankow & Ports	do	Jardine, Matheson & Co.
" 7	Ocean'en	Fr str	2081	Couret	Japan	Mails, etc	Messageries Maritimes
" 7	Bayern	Ger str	3128	Formes	H'burg v. Ports	do	Melchers & Co
" 7	Hans Wagner	Ger str	96	Kagemann	Vladivostok	Original	Carlowitz & Co
" 7	Huanu	Br str	1143	Miller	Chefoo & N'wang	General	Butterfield & Swire
" 7	Taksang	Br str	977	McClure	Kiaochou	do	Jardine, Matheson & Co.
" 7	Poochi	Chi str	631	Froberg	Wenchow & N'po	do	C. M. S. N. Co
" 7	Sual	Br str	663	Leod	Hankow & Ports	do	Geo. McBain
" 7	Yatshing	Br str	1424	Sellar	Chefoo, N'hwang	do	Jardine, Matheson & Co.
" 7	Ad. firpitz	Ger str	1199	Block	K'ou, C'foo, T'sin	do	Melchers & Co
" 7	Shuntien	Br str	1081	Bennett	W'ei, C'foo, T'sin	do	Butterfield & Swire
" 7	Kiangteen	Chi str	1476	Frigast	Ningpo	do	C. M. S. N. Co
" 7	Tocas	Br str	2657	Kerr	Palembang	Ballast	Arnhold, Karberg & Co
" 7	Duphne	Ger str	988	Bj-nnes	Wuhu	do	Moller Brothers
" 7	Jenfeld	Ger str	690	Bothmann			Carlowitz & Co
" 8	Tatung	Br str	1885	Martin	Hankow & Ports	General	Butterfield & Swire
" 8	Hangsang	Br str	1356	Wilde	S'to v. H'kg, C'ton	do	Jardine, Matheson & Co
" 8	Changon	Br str	1289	George	Hankow & Ports	do	Geddes & Co
" 8	Contest	Br s-v	486	Andersen	Newchwang	do	Moller Brothers
" 8	Chuentiao	Chi r-c	750	Wyles	Cruise		Customs
" 8	Chiyuen	Chi str	1211	Stewart	H'kong & Canton	do	C. M. S. N. Co
" 8	Loksang	Br str	979	Hussey	Foochow	do	Jardine, Matheson & Co
" 8	Freyra	Nor str	710	Jacobson	Chefoo & Tientsin	do	Osaka Shosen Kaisha
" 8	Perlak	Dut str	1087	St-ge	Palembang	Ballast	Meyer & Co
" 8	Hazel Dollar	Jap str	2804	Cross	Japan		J. C. Epperly and Co.
" 8	Chinhua	Br str	1348	Meathrel	Newchwang	Keresene Oil	Butterfield & Swire
" 8	Kungshun	Chi str	835	Jillespie	Foochow	General	C. M. S. N. Co
" 8	Anping	Chi str	1159	Warwick	Tientsin	do	C. M. S. N. Co
" 8	ugsor	Fr str	4444	Rebutat	M'selles v. Ports	do	Messageries Maritimes
" 8	Ploen	Ger str	1109	Schwittler	Chefoo & N'wang	do	Moller Brothers
" 8	Singau	Br str	1530	Jamieson			Butterfield & Swire
" 8	Foss	Nor str	158	fte	Japan	General	Moller Brothers
" 9	Suiau	Ger str	1145	Calender	Hankow & Ports	do	Arnhold, Karberg & Co
" 9	Undine	Nor str	1017	Torbjornsen	C'foo & N'chwang	do	C. M. S. N. Co
" 9	Sunda	Br str	2987	Bradshaw	Japan	Hemp	P. & O. S. N. Co.
" 9	Benvorlich	Br str	2165	Thomson	Japan	Mails, etc	Nippon Yusen Kaisha
" 9	Wray Castle	Br str	2717	Watson	Japan	General	Dodwell & Co., Ltd
" 9	Chingwo	Br str	2517	Maclean	Tien'sin	do	Butterfield & Swire
" 9	Iamsui	Br str	919	Bright	Amoy & Swatow	do	Butterfield & Swire
" 9	Pekin	Br str	2232	Sparke	Ningpo	do	Butterfield & Swire
" 9	Shawmat	Am str	9606	Roberts	Manila	Original	Dodwell & Co., Ltd
" 10	Kiangshin	Chi str	2101	Blethen	Hankow & Ports	General	C. M. S. N. Co
" 10	Meitee	Ger str	1151	Klev	Hankow & Ports	do	Melchers & Co
" 10	Talee Maru	Jap str	1315	Yebina	Hankow & Ports	do	Osaka Shosen Kaisha
" 10	Ella	Br str	519	Cochran	Hankow & Ports	do	Geddes & Co
" 10	Nanchang	Br str	1062	Trowbridge	Chefoo & Tientsin	do	Butterfield & Swire
" 10	Elg	Nor str	799	Christopersen	Kuchinotzu	Ballast	Hopkins, Dunn & Co
" 10	Segovia	Ger str	3796	Schonfeldt	Yokohama	do	Siemssen & Co
" 10	Allemanina	Ger str	1156	Tott	Chefoo	do	B. von Fischerz
" 10	Kiangteen	Chi str	1435	Frigast	Ningpo	General	C. M. S. N. Co

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